



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA
January 16, 2018
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

2. RESIGNATIONS

- a) [Vote to Accept Resignation: Phil Dumas – Board of Health](#)

3. APPOINTMENTS

- a) [Vote to Appoint – Philip B. Gates – Affordable Housing Trust](#)

Town Administrator

- b) [Vote to Affirm the Appointment of Carie-Ann Cadrin – Part Time Snow Plow Operator](#)

4. NEW BUSINESS

- a) [Vote to Sign – Community Benefit Agreement – Olde World Remedies – Registered Marijuana Dispensary](#)
- b) [Vote to Sign – Letter of Non-Opposition – Olde World Remedies – Registered Marijuana Dispensary](#)
- c) [Vote to Authorize the Town Administrator to Sign – Power Purchase Agreement with Select Energy Development, LLC](#)
- d) [Vote to Approve – Design Concept: Adams Road/Merriam Road Intersection](#)
- e) [Vote to Sign – February 12, 2018 Special Town Meeting Warrant](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) Budget Overview

b) Schedule for Tentative Workshop Topics:

- i. February 13, 2018: Recreation Commission
- ii. March 13, 2018: School Committee
- iii. April 10, 2018: Fire Commissioners
- iv. May 8, 2018: Town Clerk
- v. June 12, 2018: TBD

8. MEETING MINUTES

- a) [Board of Selectmen – January 02, 2018](#)

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

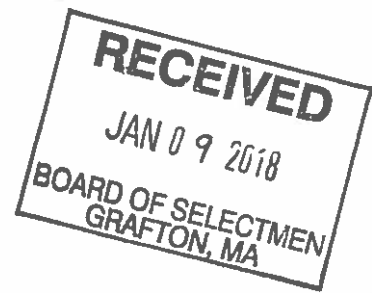
ADJOURN

ITEM 2A: RESIGNATION: PHIL DUMAS – BOARD OF HEALTH

I MOVE the Board vote to accept the resignation of Phil Dumas from the Board of Health.

Philip E. Dumas
P. O. Box 483
North Grafton, MA 01536

774-545-0052



January 8, 2018

Board of Selectmen
30 Providence Road
Grafton, MA 01519

Dear Board Members:

Please accept this letter as my resignation from the Board of Health to be effective January 13, 2018. I have truly enjoyed my time serving on this Board, my fellow members and the people of Grafton.

Thank you.

Sincerely,

Philip E. Dumas
Grafton Board of Health

A handwritten signature in cursive script that reads "Philip E. Dumas".

Cc: Board of Health

**ITEM 3A: APPOINTMENTS: PHILIP B. GATES – AFFORDABLE
HOUSING TRUST MEMBER**

I MOVE the Board vote to affirm the appointment of Philip B. Gates to the Affordable Housing Trust.



Grafton Affordable Housing Trust
30 Providence Road
Grafton, MA 01519

January 11, 2018

Board of Selectmen
30 Providence Road
Grafton, MA 01519

Dear Board Members,

On Wednesday, January 10, 2018 the Trust voted to endorse Philip Gates for the vacant Trust position. A vote was taken after the Trust was able to discuss the roles and responsibilities of the position with Mr. Gates and answer some of his questions.

Attached, please find a copy of Mr. Gates' resume and references for your review.

Please feel free to contact myself or any member of the Trust if you have any questions. Thank you.

Sincerely,

Dan Crossin
Chairman
Grafton Affordable Housing Trust

Philip Gates

20 Cross St. Apt A • South Grafton, MA 01560 • pbgates1@hotmail.com • Work: 508-641-2281

10 January 2018

To: Affordable Housing Trust

Planning Department

Board of Selectmen

Town of Grafton

Grafton Memorial Municipal Center

30 Providence Road

Grafton, MA 01519

RE: Affordable Housing Trust Vacancy Announcement

Dear Reader,

As a Grafton resident of over four years, an MPA graduate student, and a veteran, I sincerely express my gratitude for this opportunity to be a potential member. Not only can I offer dedication but also vitality for this being my first local effort to formally serve the town. Needless to say, I also seek this invaluable chance to be surrounded by fellow citizens who are knowledgeable about local government, and who genuinely share a vision of the importance of affordable housing since it truly makes a difference in people's lives.

After reviewing the five-year goals in the recently approved action plan, I believe I can contribute (with some initial mentorship) to help the trust and the town reach the state's chapter 40B affordable housing goal. Therefore, if selected, I'm willing to participate on any subcommittee and take an active role in priority initiatives whether it be community outreach, creation of a first time homebuyer program, review of 40B permit applications, and monitor existing affordable units. This would be to ensure my contribution to the trust so it may continue to operate effectively in order to support local affordable housing initiatives.

To conclude, I once again appreciate this opportunity as I hope for your consideration. My resume and references are enclosed to provide you with more details that demonstrate my personal character, my education, and my accomplishments. However, if there are any questions, please contact me.

Thank you.

Respectfully,

Philip B. Gates
Philip Gates



January 8, 2017

To Whom It May Concern,

It is with great pleasure that I write this letter of recommendation in support of **Philip Gates** application to be a member of the town of Grafton Affordable Housing Trust.

Philip is a smart, idealistic leader whom I believe is a strong candidate to be on this Committee or other advisory boards in your town. I first had the pleasure of getting to know Philip this Fall '17 semester when he took my graduate Policy Analysis course at Clark University. Philip was one of the strongest students in the class who consistently led class discussions and debates. He also demonstrated a strong intellect and a deep commitment to public service. Philip is also a fast learner who has good research and analysis skills. Therefore, I believe Philip has both the time and ability to be an effective member of the Housing Trust.

As a former elected and appointed official, I understand how important the work of your towns advisory committees and the value they provide to your community. I also know that is often difficult to find people who have both the needed skills and interest in serving on these committees. Lastly, I believe we are fortunate to have MPA graduate students like Philip, come forward and be interested in a career in public service in their own community. Therefore, I hope that you will give his application your full consideration.

If I can answer any further questions about Philip, please feel free to contact me at [508-335-8768](tel:508-335-8768). Thank you.

Sincerely,


Joe O'Brien, Adjunct Faculty

David Hofstetter
School of Professional Studies
dhofstetter@clarku.edu

School of Professional Studies
Admissions Office
950 Main Street
Worcester MA 01610

12/21/2017

To whom it may concern:

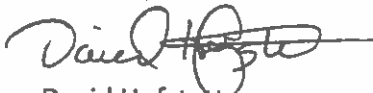
I am pleased to write a letter of recommendation for Philip Gates.

I have known gotten to know Philip during the Fall 2017 semester as he has taken the following course that I teach: Organizational Behavior; which develops an understanding of concepts, analytical tools and communication skills underlying behavior in organizations. Various learning experiences are incorporated, including case studies, simulations, role playing and group discussion. Issues of public involvement, participatory decision making, employee empowerment and forms of leadership are also addressed. As his professor, I have had an opportunity to observe his participation and interaction in class and to evaluate Philip's knowledge of the subject matter. He is an outstanding student in all respects. Philip has proven that through hard work, follow through, and team work, he can accomplish tasks in a courteous and timely manner.

On the team projects, Philip consistently took on a leadership role and helped to drive the team forward and keeping the team on task. Phillip also engaged in the class discussions.

Philip is well equipped to grow from the challenges that he is presented with. His passion, experiences and critical thinking skills prepare him beautifully for new responsibilities in the workplace. I strongly endorse Philip for this role.

Sincerely,

A handwritten signature in black ink, appearing to read "David Hofstetter", with a long horizontal line extending to the right.

David Hofstetter
617-512-4141
dhofstetter@clarku.edu

Philip B. Gates

Contact

T: 508-641-2281

E-mail : pbgates1@hotmail.com

Address : 20 Cross St. Apt A.
South Grafton MA, 01560

Profile

Objective: Gain employment and volunteer on a town committee in the public sector while attending graduate school.

Availability: Available all times except: Tuesday, Wednesday and Thursday evenings from 6-9:30pm.

Education

Year: 2017 Graduate Student	Institution: Clark University	Degree: Masters in Public Administration	GPA: 3.81
Year: 2017 Alumnus	Institution: Clark University	Degree: Bachelors in Political Science	GPA: 3.67
Year: 2010 Alumnus	Institution: Quinsigamond Community College	Degree: Associates in Criminal Justice	GPA: 3.23
Year: 2006 Alumnus	Institution: Blackstone Valley Tech	Degree: High School Diploma	GPA: 3.20

Work Experience

Mass FireArms School, Ashland MA

Range Safety Officer

Part-time

June 2017 – present

- Monitor all range activity to ensure safety for members, employees, and visitors.
- Assist members and visitors with firearms malfunctions and appropriate lane operations.
- Maintain order of range regulations and standard operations procedures.

FedEx Ground, Northboro MA

Operations Manager

Part-Time

June 2015 – May 2016

- Staff, train, organize, and control specific day-to-day operations within the designated station of the hub.
- Responsible for assigning and managing employees to ensure the efficient sortation of packages through the facility.
- Lead effective planning to reduce cost, complete audits and increase productivity to corporate regulations.

Community Healthlink, Worcester MA

Residential Counselor

Full-Time

June 2013 – March 2015

- Work under the direct supervision of the Program Manager in a not for profit organization.
- Schedule clients for medical, dental, counseling or other social service appointments including transportation as needed.
- Serve as a liaison with other agencies, support programs, family members, professionals and significant others as needed.

Army National Guard, Chicopee MA

Military Police Officer (Rank: Sergeant E-5)

Reserve

February 2007 – February 2015

- Plan, organize, staff, and direct specific military law enforcement operations.
- Supervise and train junior enlisted soldiers to maintain army and law enforcement standards.
- Work with local and state law enforcement in response to the governments call for a state of emergency.

Skills & Achievements

- Veteran of Service of Operation Iraqi Freedom from 2008-2009.
- Prior marketing and sales experience with a 33% closing rate.
- Proficiency with Microsoft word and PowerPoint presentations.
- Prior skills with electronic medical records.
- Prior skills managing adults and youth in a mental health crisis.
- Graduated with 'Great Honors' (Magna Cum Laude) in 2017.
- Dean's list 'First Honors' in spring 2016 and 2017.
- Honorable discharge from military service in 2015.
- Soldier of the year nominee in 2010.

References & Official College Transcripts

- Available upon request.

ITEM 3B: APPOINTMENTS – TOWN ADMINISTRATOR: CARIE-ANN CADRIN: PART TIME SNOW PLOW OPERATOR - DPW

I MOVE the Board vote to appoint Carie-Ann Cadrin as a Part Time Snow Plow Operator for the Grafton DPW.

**NEW BUSINESS ITEM 4A: VOTE TO SIGN – COMMUNITY BENEFIT
AGREEMENT – OLDE WORLD REMEDIES – REGISTERED
MARIJUANA DISPENSARY**

I MOVE the Board vote to sign the Community Benefit Agreement with Olde World Remedies for a Registered Marijuana Dispensary.



Olde World Remedies, Inc.

PRESENTATION TO THE TOWN OF GRAFTON

NOVEMBER, 2017

Who we are.

- Olde World Remedies, Inc. ("OWR") is a Massachusetts non-profit corporation formed in June 2015 committed to providing consistent, high quality medicine to registered, qualifying patients and their caregivers in a secure and welcoming environment.
- OWR is committed to providing qualifying patients lab tested medical grade cannabis products, including flower, capsules, tinctures, topical balms and creams, waxes, vaporizing cartridges, and other oils, including "Rick Simpson" oils.
- More importantly, OWR, Inc. will only sell medical-based edibles (i.e. nothing attractive to youth).
- OWR brings significant capital resources, business and development experience, as well as the contractors relationships necessary to successful support this proposed project and the Town of Grafton.

Who we are.

- OWR has a Provisional Certificate of Registration for a Co-Located Registered Marijuana Dispensary (“RMD”) in the City of Lynn. This location does not suit a cultivation and processing facility and OWR is now looking to Grafton for its cultivation and processing needs.
- OWR has recently acquired property interests in a Western Massachusetts Town for the site of its second RMD and looks to add a third RMD in early 2018.
- OWR is seeking a letter of non-opposition from the Town of Grafton to locate a medical use cultivation and processing facility within the designated zoning district.
- Due to its capital resources and contractor relationships, OWR can ensure fast-tracked project development and the self-financing to quickly open its doors and sustain operations.

Who we are.

ALAN ROTHENBERG, PRESIDENT AND CHIEF EXECUTIVE OFFICER:

Alan has over 30 years experience as an executive and entrepreneur of more than a half dozen diverse companies, he was personally responsible for raising over \$120 million dollars in private equity as well as building highly successful management teams. He has extensive experience in management, business development, product development, product design, sales, marketing, publishing, contracts, negotiations (successfully sought out and negotiated over 60 major deals in two years), retailing, internet, operations, programming, R&D, technology and venture capital. He has employed and managed top teams of 10-2600 people, and companies from start-ups to \$300 million in revenue. In the past years he has been featured in over 100 major publications, newspaper, television and radio. These include cover stories in USA Today, The New York Times, The Wall Street Journal and Washington Post. He has also been featured in local papers such as the Boston Globe, The Boston Business Journal "Boston's Top 40 People Under 40", Boston Magazine "Boston's Shooting Star", and the Boston Herald. He has had in depth interviews with CNN, CNBC, ABC, NBC, and CBS. His work has been publicly recognized by Boston Mayor Menino, Governor Weld, Congressmen Markey, Congressmen Goodlatte, Vice President Gore and several others. He has spoken at major conferences held by government, financial institutions, industry and education.

Who we are.

PAUL GENZBURG, HEAD OF SECURITY:

Mr. Genzburg is the individual responsible for security plan and operations for the OWR RMD's. He has previously held the senior-most security position at GE Medical Systems (now GE Healthcare). He also had a distinguished career in diplomatic security in the U.S. State Department and more recently headed the security divisions of leading financial corporations in the U.S. He was VP of Global Security for Ziff Brothers Investments and their personal family. Prior to that position he was Chief Security Officer for financier George Soros and his family, The Soros Foundation and Soros Fund Management. While with the U.S. State Department he served tours in New York, Moscow, El Salvador and Beirut. In 2014 Paul joined T&M Protection Resources a worldwide provider of security, consulting and investigative solutions.

NICHOLAS MESSER AND KEVIN YOUNG, CULTIVATION TEAM:

Nick and Kevin lead the OWR cultivation team. Both Nick and Kevin are experienced medical marijuana cultivators from the State of Maine and are considered to be some of the best cultivators on the East Coast. Beginning in 2014 Nick and Kevin have been serving patients in Maine with high quality medicine using tried and true techniques alongside cutting-edge technology. Nick and Kevin both serve as 2 of the three Presidents of the Maine Marijuana Processing Association and also members of the Balanced Medical Marijuana of Maine (BMMM).

Who we are.

STEPHEN CHAISSON, PROJECT MANAGER AND COMPLIANCE:

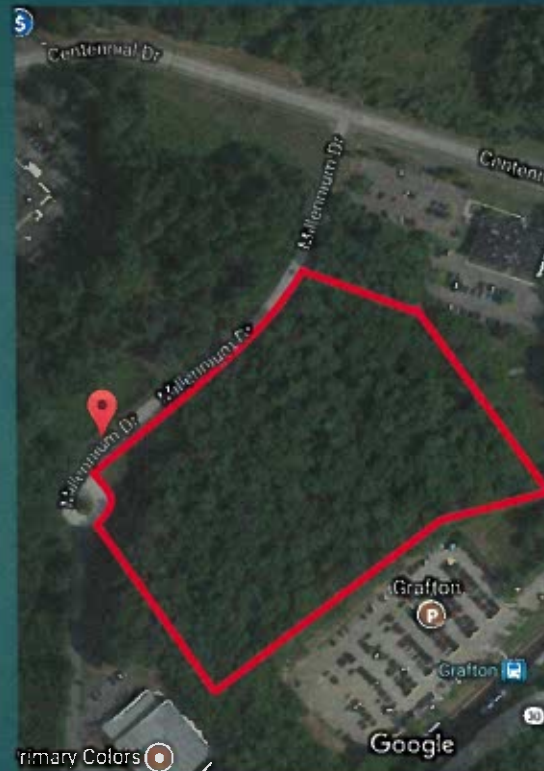
Steve is an experienced law enforcement leader previously serving as a Sergeant with the Newburyport Police Department and the Officer in Charge of the Northeast Merrimac Valley Drug Task Force. From 2014-2016 Steve worked for the Massachusetts Department of Public Health as the Director of Compliance and Investigations for the Medical Use of Marijuana Program where he was part of the senior management team responsible the implementation of the Program. In 2016 Steve founded AC3, LLC. which offers strategic consulting for Registered Marijuana Dispensaries, applicants and ancillary business in the Medical Marijuana Industry. Steve has personally been involved with the application process, business plan development and buildout of many RMD's in the State.

SMITH, COSTELLO AND CRAWFORD, POLICY ADVISOR:

Smith, Costello and Crawford is the premier law firm serving the Massachusetts medical marijuana industry. Partners Jim Smith and Jen Crawford, along with Principal Jay Youmans have extensive experience in the legal marijuana industry providing business consulting, legal services and advising clients on regulatory compliance.

Proposed Cultivation and Processing Facility

- OWR proposes to site a cultivation and processing RMD, at Lot 7 Millennium Drive.
- Build a 30,000-40,000 square foot building.
- In accordance with the Town of Grafton's Zoning By-Law, the proposed property is located in the Office/Light Industrial (OLI) Zoning District which is specifically zoned for RMDs.



Security

- With Director of Security Paul Genzburg and Project Manager Stephen Chaisson OWR has significant experience and expertise providing security for RMDs as well as public safety. Utilizing their professional expertise, Paul and Steve will design, implement and monitor a comprehensive security program to ensure that the facility is a safe and secure environment for both employees and the local community.
- Our state-of-the-art security system will consist of perimeter, duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert OWR's executive management team if a system failure occurs.

Security

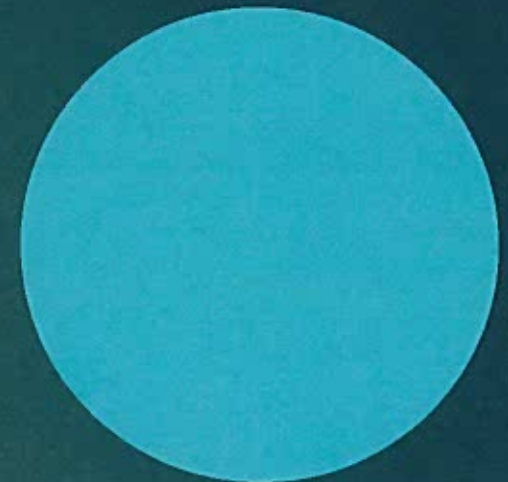
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Security Cont.

- A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.
- Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Grafton Police Department. These surveillance cameras will remain operational even in the event of a power outage.
- The exterior of the building and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.
- Only OWR's registered RMD agents and other authorized visitors (e.g. contractors, vendors, inspectors, law enforcement, etc.) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

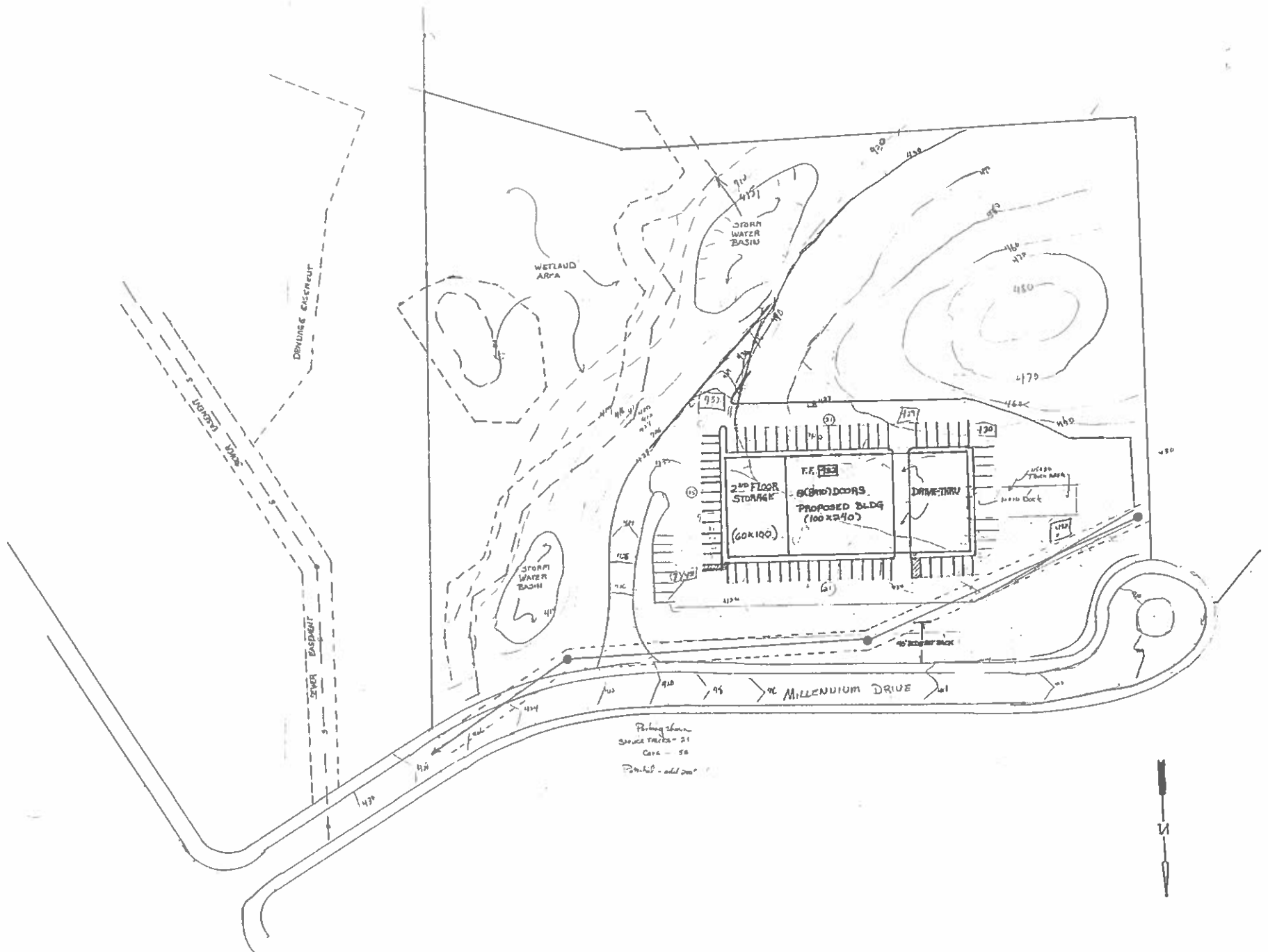
Security Cont.

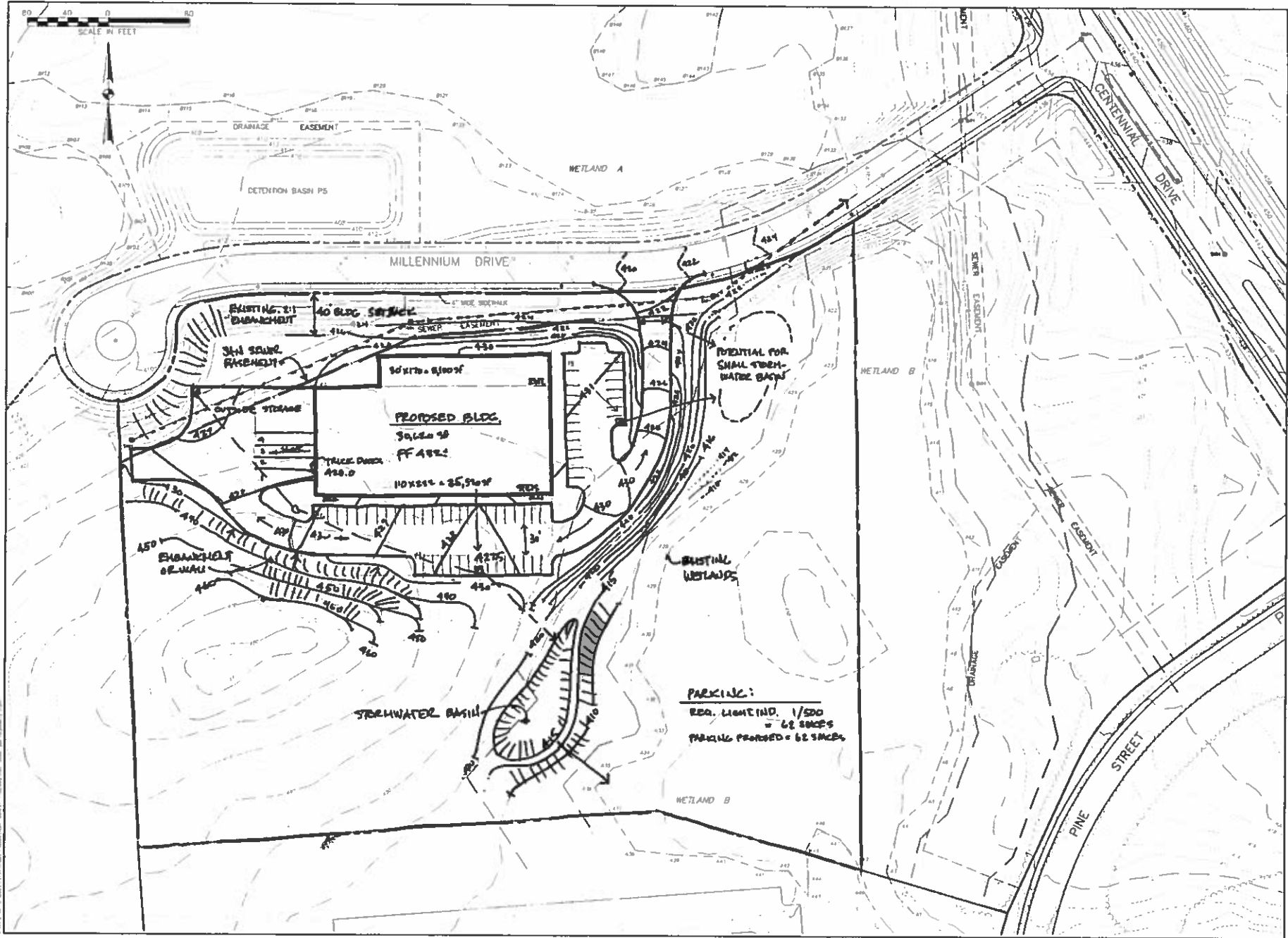
- All RMD agents and visitors will be required to visibly display an ID badge, and OWR will maintain a current list of individuals with access.
- A minimum number of authorized agents essential for efficient operations will be able to enter Limited Access Areas.



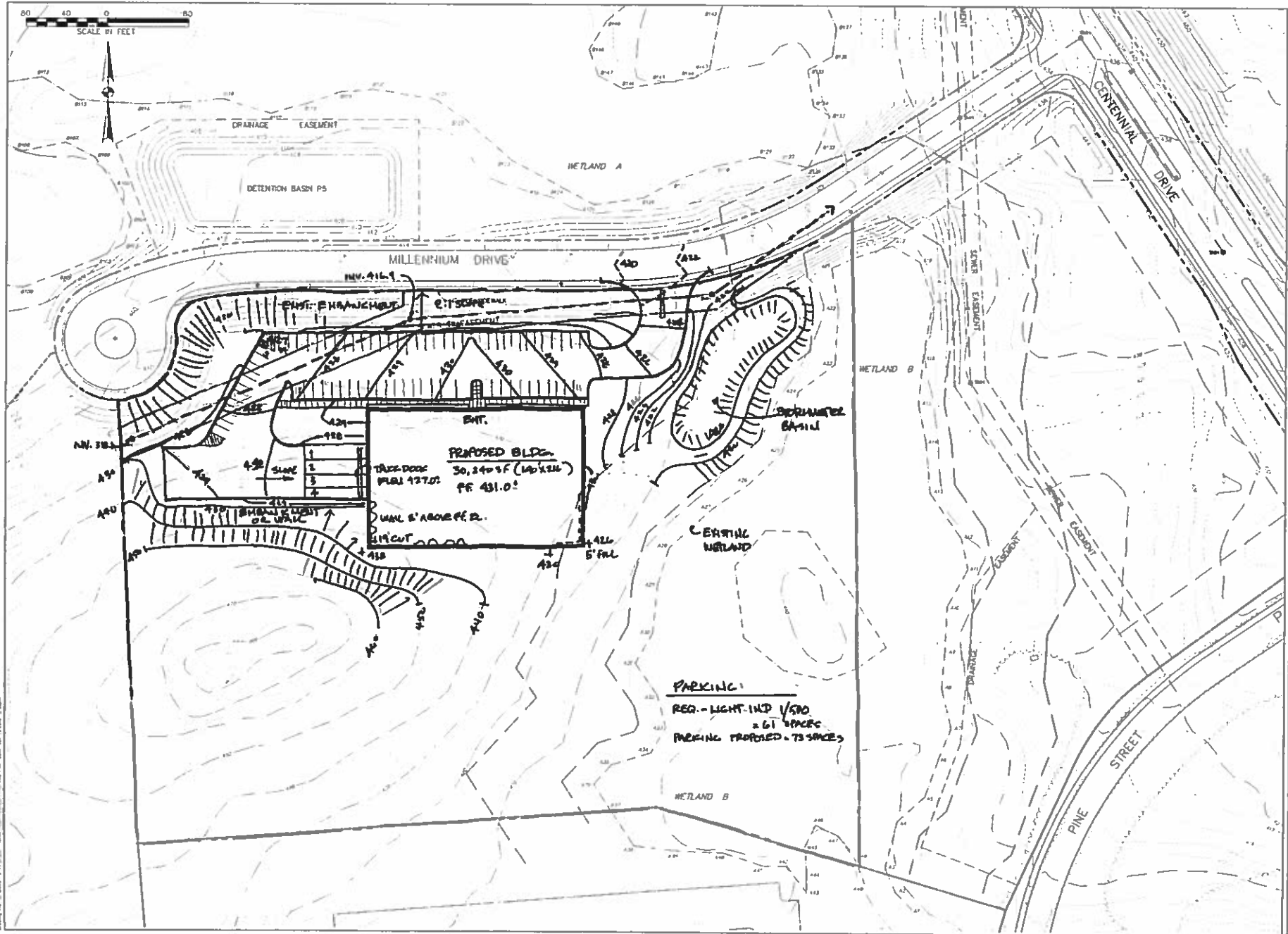
What we offer.

- OWR will ensure the host community agreement contains community impact fees sufficient to meet the costs to the Town consistent with Chapter 55 of the Acts of 2017.
- In addition to its host community agreement, OWR, Inc. is committed to donating funds annually, based on net profits to nonprofits and priority issue areas identified by the Town of Grafton
- OWR commits to paying property taxes, despite the potential for federal tax-exempt status in the future.
- Real estate investment would lead to development and improvement within the community.
- OWR is committed to localized hiring, seeking to employ 35-50 qualified full time employees.





Maguire Group Inc. Architects/Engineers/Planners 1000 West 10th Street, Suite 100 Brea, CA 92623 (949) 851-1000	
PROJECT NO. 15754 DESIGNED BY: _____ DRAWN BY: _____ DATE: 08/19/2016 SCALE: AS NOTED SHEET NO.: C-3	W.B.D.C. CENTECH PARK - GRATON W.B.D.C. LOT - 7 CONCEPT PLAN "102"



Maguire Group Inc. Architects / Engineers / Planners One Court Street New Britain, Connecticut 06051	
PROJECT NO. 15754 DESIGNED BY: DRAWN BY: J.P. CHECKED BY: J.P. DATE: 1987-11-20 SCALE: AS SHOWN SHEET NO.	W.B.D.C. - GRAFTON CENTECH PARK W.B.D.C. LOT - 7 CONCEPT PLAN "101"
SHEET 1 OF 1	

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is entered into pursuant to M.G.L. 44, §53A this ____ day of January, 2018, by and between the TOWN OF GRAFTON, a Massachusetts municipal corporation with a principal address of 30 Providence Rd., Grafton, MA 01519 (the "Town"), and OLDE WORLD REMEDIES, INC., a Massachusetts nonprofit corporation with a principal address of One Longfellow Place, Suite 3811, Boston, Suffolk County, Massachusetts, (the "Operator"), in connection with Olde World Remedies' proposal to locate a registered marijuana dispensary ("RMD"), in the Town for cultivation and processing of marijuana in accordance with the laws of the Town and of the Commonwealth of Massachusetts, as now in effect and as hereinafter enacted.

WHEREAS, the Operator wishes to locate a Registered Marijuana Dispensary cultivation facility ("RMD") on Millennium Drive, Grafton, Massachusetts (the "Facility") in accordance with the laws of the Commonwealth and the regulations issued by the Massachusetts Department of Public Health ("DPH") or Cannabis Control Commission ("CCC"); and

WHEREAS, the Operator intends to assure the Town that it will pay full real estate and/or personal property taxes attributable to the Facility and the premises on which the Facility is located, regardless of the final determination of the Commonwealth with regard to the treatment of the related non-profit entity and assuming all contingencies noted below are met; and

WHEREAS, the Operator, in the event that it receives a Final Certificate of Registration from DPH or CCC to operate an RMD dispensing facility in Grafton, as a good neighbor and contributing member of the business community of the Town, in the event the contingencies noted below are met, intends to provide certain benefits to the Town over and above tax revenue and the increased employment base and other typical economic development benefits attributable with similar new manufacturing concerns locating in the Town;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the Operator and the Town agree as follows:

1. **Annual Payment:** The Operator agrees to make a donation to the Town in the amounts and under the terms provided herein ("the Funds"). The Treasurer of the Town shall hold the funds in a separate gift account, to be expended by the Board of Selectmen without further appropriation pursuant to G.L. c. 44, §53A or other applicable law, for the purposes of addressing the potential health, safety, and other effects or impacts of the Facility on the Town and on municipal programs, services, personnel, facilities. The funds shall be used at the Town's sole discretion, as determined by the Board of Selectmen.

The Operator shall pay to the Town an annual payment of \$75,000 in the manner described herein. Beginning sixteen (16) months after Operator receives his certificate of occupancy for the cultivation facility and every year thereafter, the Operator shall pay

said amount with an addition of an escalator of 3% per year, for five (5) years, subject to Chapter 55 of the Acts of 2017.

Each Annual Payment shall be paid to the Town in two installments with the first due on the 1st day of the sixteenth month after Operator receives his certificate of occupancy for the cultivation facility and the second due six (6) months thereafter. Each Annual Payment will continue to be paid in two installments every six (6) months thereafter during the operation of this Agreement.

2. Intentionally Omitted
3. Purpose of Annual Payment: The purpose of the Annual Payment is to assist the Town in addressing any and all public health, safety, and other impacts the Facility will have on the Town. Although those costs are unknown and unknowable, the Annual Payment is based on the parties' mutual good faith estimates of those costs. Notwithstanding, the parties' acknowledge that the Town may expend the payments at its sole and absolute discretion. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
4. Property Taxes:
 - (a) At all times during the term of this Agreement, property, both real and personal, owned or operated by the Operator shall be treated as taxable, and all applicable real estate and personal property taxes for all property shall be paid either directly by the Operator or by its landlord, and the Operator shall not challenge the taxability of such property and shall not submit an application for any statutory exemption from such taxes.
 - (b) Notwithstanding Section 4(a), if: (i) real or personal property owned or operated by the Operator is determined to be exempt for taxation or partially exempt; or (ii) the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, then the Operator shall pay to the Town an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Section 4(b) shall be in addition to the payments made by the Operator under Section 1 of this Agreement.
 - (c) This Agreement does not limit or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the general and zoning by laws of the Town, and/or applicable regulations of the said boards, commissions, and departments, or to enforce said statutes, by laws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such

permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, by laws, and regulations.

5. Sales Taxes: The Town reserves the right to collect local sales taxes, or similar transactional taxes, from the Operator, in the event that such collections are authorized by law during the term of this Agreement. The payment of any such taxes described in this Section 5 shall be in addition to all other payments made by the Operator under the terms of this Agreement. The parties acknowledge that the state will collect sales tax on all non-medical sales at dispensaries. By state statute, said tax is remitted to the state.
6. Security: The Operator shall maintain a cooperative relationship with the Grafton Police Department, including but not limited to attending periodic meetings to review operational concerns, cooperation in investigations, and communication to the Grafton Police Department of any suspicious activities at the Facility.
7. Local Hiring: Except for senior management positions, the Operator commits to hiring local, qualified employees to the extent consistent with law. In addition to the direct hiring, the Operator will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Grafton area where possible.
8. Termination: This Agreement shall terminate at the time that either of the following occurs:
 - (a) If the Town determines that termination is in the best interests of the Town. Such termination will take place only after written notice to the Operator and an opportunity for the Operator to be heard by the Board of Selectmen. ; or
 - (b) the Operator ceases to operate the Facility.
9. Registration Contingency: The obligations of the Operator and the Town set forth in this Agreement are contingent upon the issuance by DPH or CCC to the Operator of a Final Certificate of Registration for the operation of the Facility in Grafton.
10. Compliance with Legal Requirements: The Operator shall comply with all laws, rules, regulations and orders applicable to the operation of an RMD, including any bylaws and/or regulations of the Town, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the Facility.
11. Additional Funding: In the event that the Operator should receive permission from the Town to open a retail dispensary location or other operation in addition to the Facility described herein, and should the Town realize an increase in substance abuse within its school district and/or the Town, as determined solely by the Grafton Police

Department in consultation with the Board of Selectmen, Olde World Remedies will provide grant funding for drug awareness and abuse programs not to exceed \$25,000 no sooner than one year following the opening of the company's Grafton retail dispensary location or other operation.

12. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth above or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
13. Binding Effect: The Operator shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the Funds payable under the Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Operator). Neither the Town nor the Operator shall assign or transfer any interest in the Agreement without the written consent of the other.

The Operator agrees to comply with all laws, rules, regulations, and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for operation of the Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of G.L. c. 40A, § 3 from the requirements of the Town's zoning by law.

14. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
15. Amendment: This Agreement may only be amended by a written document duly executed by both of the Parties. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.
16. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained in this Agreement.
18. Governing Law: This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.
19. Entire Agreement: This Agreement, including all documents incorporated by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

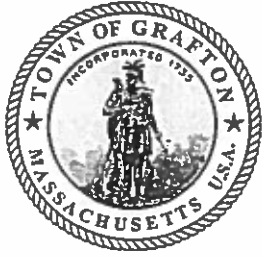
TOWN OF GRAFTON
By its Board of Selectmen:

OLDE WORLD REMEDIES, INC.

By: _____
Name: _____
Title: Chief Executive Officer

**NEW BUSINESS 4B: VOTE TO SIGN – LETTER OF NON-OPPOSITION
– OLDE WORLD REMEDIES – REGISTERED MARIJUANA
DISPENSARY**

I MOVE the Board vote to sign the Letter of Non-opposition with Olde World Remedies for a Registered Marijuana Dispensary.



OFFICE OF THE
TOWN ADMINISTRATOR

30 Providence Road

Grafton, MA 01519

(508) 839-5335

Town Administrator: *Timothy P. McInerney*

mcinerneyt@grafton-ma.gov

www.grafton-ma.gov

January 16, 2018

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

To Whom It May Concern:

The Board of Selectman does hereby provide non-opposition to Olde World Remedies, Inc. to operate a Registered Marijuana Dispensary ("RMD") cultivation and processing facility in the Town of Grafton. The Board of Selectmen voted to sign this letter of opposition at a duly noticed meeting held on January 16, 2018.

The Board of Selectman has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Bruce Spinney III -Chair

Sargon Hanna – Vice Chair

Jennifer Thomas – Clerk

Brook Padgett

Craig Dauphinais

**NEW BUSINESS 4C: VOTE TO AUTHORIZE THE TOWN
ADMINISTRATOR TO SIGN – POWER PURCHASE AGREEMENT WITH
SELECT ENERGY DEVELOPMENT, LLC**

I MOVE the Board vote to authorize the Town Administrator to sign the Power Purchase Agreement with Select Energy Development, LLC.

POWER PURCHASE AGREEMENT

Dated as of

October 10, 2017

between

Town of Grafton
30 Providence Road
Grafton, Massachusetts 01519

And

Solect Energy Development, LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement,") is entered into as of __, ____, 201__, by and between Town of Grafton ("Host,") and Solect Energy Development, LLC, ("Solect,," or "Provider,") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "Parties,,").

WHEREAS, Host is a member of the PowerOptions Program, organized by PowerOptions, Inc. ("PowerOptions,,"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated September 1, 2015 governing the terms and conditions of Provider's participation in the PowerOptions Small Solar Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit C, and sell to Host the electric energy produced by the Project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

2. **TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "Term," shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination

(b) Initial Period. The Initial Period will begin on the date set forth above (date of signed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs.

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises. Upon Host's payment to Provider of the Early Termination Amount, the Agreement shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the Project by the Construction Start Date or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time. Further, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

3. ACCESS RIGHTS.

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit D for purposes of designing, installing, operating, maintaining, repairing, and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right to locate distribution utility and/or electrical lines and communications cables across the Site as designated on Exhibit D. The location of any such electrical lines and communications cables outside the areas designated on Exhibit D shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for Telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

(c) Access to Premises. For the Term of this Agreement, Host hereby grants to Provider all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Agreement and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take all reasonable steps to limit access to the Project to Provider, Installer, its employees, contractors or subcontractors. Host shall implement and maintain reasonable and appropriate security measures at the Premises to prevent Host's employees, invitees, agents, contractors, subcontractors and other third parties from having access to the Project and to prevent theft, vandalism or other actions from occurring that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Project.

(e) Temporary storage space during installation or removal. Host shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, Operations Period or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording Provider's Deed of Easement. Provider may record a Deed of Easement in substantially the same form attached hereto as Exhibit H in the land records regarding its Access Rights under this Agreement.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider, at its own cost shall perform and determine a structural analysis of the Host's site to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. Provider shall provide a copy of structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises if: (i) Provider determines that the Premises, as is, is insufficient to accommodate the Project; (ii) there exist site conditions or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed; or (iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At a time coordinated with the Host during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes

shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date (not including any days in which a Force Majeure Event existed), Host may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole

expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(j) Provider System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(c) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall not

schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(l)(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Host's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4(l)(ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity,,), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity,,), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(d) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that the Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of Project with the Local Electric Utility shall be indicated in Exhibit E.

(c) **Performance Guarantee.** Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit E, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties or Host, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (c) a Force Majeure Event, (d) variability due to weather, (e) acts or omissions of Host of any of its obligations hereunder, or (f) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Host would have paid for full requirements, delivered electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) **Rates.** Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) **Billing.** Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) **Invoice Delivery.** Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email, addressed as follows:

To Host: **Town of Grafton**
 30 Providence Road
 Grafton, MA 01519
 Attention: Accounts Payable

(d) **Payment.** Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest

on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering,,". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations,,"). In no event shall Host be responsible for any Interconnection Obligations.

(i) Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law, the Applicable Solar Program and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces a production excess, then the Parties agree that (a) Host shall be entitled to the associated Net Metering Credits, (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host, and (c) Host (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it

shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph 7(c) is limited to any payments actually received by Host.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(e) Environmental Attributes. Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Host's obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) Project Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal

status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens," and each, individually, a "Lien,") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Provider (and/or Financing Party), stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) **Early Purchase Option.** Host shall have the option to purchase the Project consistent with the greater of either (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the System as determined by mutual agreement of Host and Provider; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) **End of Term Purchase Option.** Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) **Transfer of Ownership.** Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host.

(d) **Operation & Maintenance After Sale.** Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into

an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Subject to Host's exercise of its purchase option under Section 9(a) or 9(b), upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 16 shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. For the purpose of clause (a) above, Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time,") during which the Project shall be rendered non-operational by Provider. Host shall not be obligated to make payments to Provider for electricity not received during the

Allowed Disruption Time, nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall be excused for the period of deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host

will be excused for the period of Interconnect deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense

of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years or (ii) the remaining term of this Agreement without regard to Host's option to purchase the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store,,," "Distribution Center,,," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has

provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties,"), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Provider's, Installer's, or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) Provider's, Installer's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("Provider's Indemnified Parties,"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the

Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim,"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are

located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Host, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

17. FORCE MAJEURE.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii)

notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(f) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a

written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default,")) shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a

substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default„) shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (15) days of when such payment was due.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the

benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount; sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate: (i) the access rights granted in Section 3 for access to and use of the Site in connection with Provider's use of the Premises; and (ii) the easement referenced in Section 3(f), and Provider's use of such rights and interests shall continue until the twentieth (20th) anniversary of the Commercial Operation Date as shall the duties of Provider to decommission the facility in accordance with Section 9(f). Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment,"), the Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the

right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) reasonably execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10, 19(b) and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute,") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party

irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

Town of Grafton
30 Providence Road
Grafton, MA 01519
Attention: Legal Notices

If to Provider:

Solect Energy Development, LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) **Rules of Interpretation.** Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto,,,” “hereof,,,” and “hereunder,,,” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person,,,” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including,,,” shall be deemed to be followed by the words “without limitation,,,”. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) **Severability.** If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) **Amendment and Waiver.** This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) **Assignment.** Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development, LLC a Massachusetts Limited Liability Corporation

By: _____

Name (printed): _____

Title: _____

Town of Grafton

By: _____

Name (printed): _____

Title: _____

GLOSSARY OF TERMS

“Access Rights,” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate,” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement,” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law,” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program,” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SRECs), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Business Day,” means a day other than Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to be closed.

“Capacity Value,” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law,” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date,” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully

completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information,, means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

“Construction Start Date,, means day within 180 days from the date of this Agreement.

“Delay Liquidated Damages,, means the daily payment of (i) \$0.250/day/kW if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

“Dispute,, means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount,, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Electric Service Provider,, means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes,, means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production,, means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit E.

“Expiration Date,, means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value,” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party,” means a Project Lessor or Lender.

“Force Majeure Event,” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority,” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date,” means 180 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials,” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants,” or words of similar import, under any Applicable Law.

“Host,” means and all successors and assigns.

“Indemnified Person,” means the person who asserts a right to indemnification under Section 15.

Indemnifying Party, means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period,” has the meaning provided in Section 2.

“Installation Work,” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer,” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry,” means the office where real estate records for the Site are customarily filed.

“Lender,” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens,” has the meaning provided in Section 8(c).

“Local Electric Utility,” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses,” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering,” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit,” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period,” has the meaning provided in Section 2.

“Operations Year,” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party,, means either Host or Provider, as the context shall indicate, and **“Parties,,** means both Host and Provider.

“Point of Delivery,, has the meaning set forth in Section 5(a) and Exhibit E.

“Premises,, means the portions of the Site described on Exhibit D.

“Project,, means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor,, means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider,, means Solect Energy Development, LLC.

“Relocation Event,, means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate,, or **“REC,,** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site,, means the real property described on Exhibit C attached hereto.

“Tax Attributes,, means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term,, shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

Year of System Term	\$/kWh Rate	Year of System Term	\$/kWh Rate
1	\$0.0980	11	\$0.0980
2	\$0.0980	12	\$0.0980
3	\$0.0980	13	\$0.0980
4	\$0.0980	14	\$0.0980
5	\$0.0980	15	\$0.0980
6	\$0.0980	16	\$0.0980
7	\$0.0980	17	\$0.0980
8	\$0.0980	18	\$0.0980
9	\$0.0980	19	\$0.0980
10	\$0.0980	20	\$0.0980

EXHIBIT B

EARLY TERMINATION AMOUNTS

Year	Early Purchase	Early Termination
1	N/A	\$501,951
2	N/A	\$480,297
3	N/A	\$451,564
4	N/A	\$424,507
5	N/A	\$396,056
6	N/A	\$369,040
7	\$190,514	\$224,903
8	\$159,600	\$195,020
9	\$130,109	\$166,592
10	\$101,487	\$139,064
11	\$74,308	\$113,013
12	\$65,905	\$105,771
13	\$56,981	\$98,043
14	\$47,497	\$89,791
15	\$47,497	\$91,060
16	\$37,410	\$82,279
17	\$26,672	\$72,888
18	\$36,727	\$84,329
19	\$23,483	\$72,513
20	\$12,114	\$62,615

EXHIBIT C

DESCRIPTION OF SITE

Address: 30 Providence Road Grafton, Worcester County, Massachusetts 01519

GPS Coordinates: 42.209488, -71.693930

Parcel ID: 110/064.0-0000-0012.0, MAP: 064.0, BLOCK: 0000, LOT: 0012.0

Owner of Record: Town of Grafton, Massachusetts

Recorded at Worcester County Register of Deeds in Book 3228, Page 10 (2017)

Image of Site from Town of Grafton Assessor's GIS Database October 2017

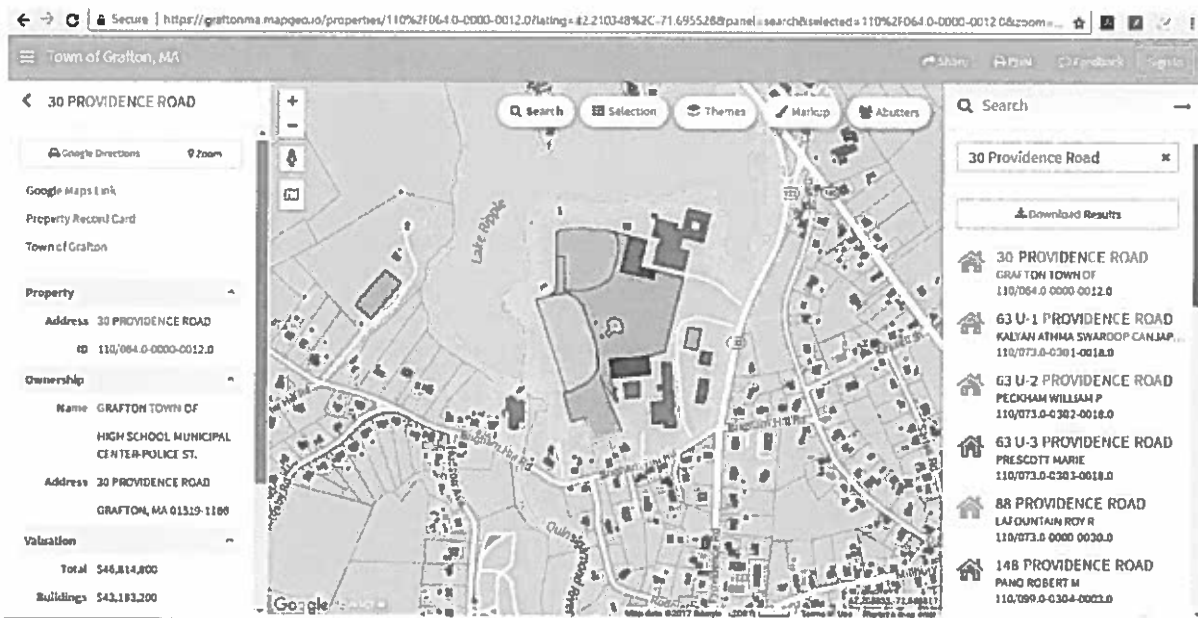


EXHIBIT D

DESCRIPTION OF PREMISES

Grafton Town Hall building at 30 Providence Road Grafton, Worcester County, Massachusetts 01519

The Premises for the Project includes locations where solar equipment will be installed and accessed for maintenance for the term of the agreement, including the roof, exterior walls, and inside the main electric room and exterior areas of the building on the Site

Site Plan Design for the Project at the Premises

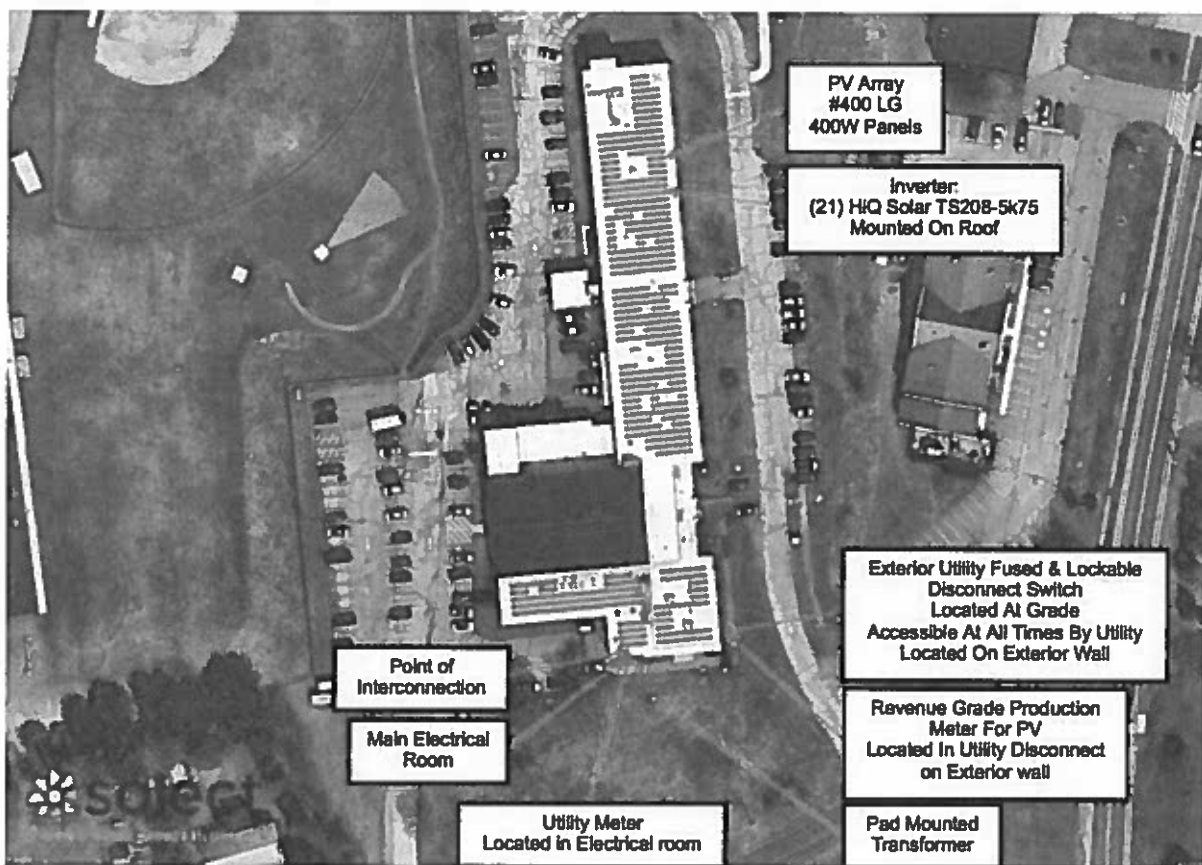


EXHIBIT E

DESCRIPTION OF PROJECT

160 KW DC Solar Array

Using Quantity (400) LG Electronics 400 Watt Panels or equivalent

Using Quantity (21) HiQ TS208-5K75 DC to AC Inverters or equivalent

Using Ecolibrium EcoFoot2 racking system or equivalent

**Solar kWh meter and monitoring system connected to an internet communication service
Combiners, Disconnects, Conduit, Switches, Pipe and Wire and Balance of System materials**

Equipment quantities, brands, specifications and ratings may change during course of the project

Exhibit F
ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year	kWh
1	188,000
2	186,872
3	185,751
4	184,636
5	183,528
6	182,427
7	181,333
8	180,245
9	179,163
10	178,088
11	177,020
12	175,958
13	174,902
14	173,852
15	172,809
16	171,772
17	170,742
18	169,717
19	168,699
20	167,687

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence,, form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and x million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT H
FORM OF EASEMENT

Recording Requested by:

And when recorded mail to:

James Dumas, COO
Solect Energy Development, LLC
89 Hayden Rowe
Hopkinton, MA 01748

EASEMENT

This DEED OF EASEMENT (the "Deed,") is made and entered into as of _____, 2017 by Town of Grafton, having an office at 30 Providence Road, Grafton, MA 01519 ("Grantor,") and SOLECT ENERGY DEVELOPMENT, LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee,").

WITNESSETH:

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the Worcester County Registry of Deeds in Book 3228, Page 10 or Registry District of the Land Court in Certificate of Title _____ (the "Property").
2. Pursuant to that certain Power Purchase Agreement dated as of _____ between Grantor and Grantee, (the "PPA,"), Grantor hereby grants to Grantee an easement (the "Easement,") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System,") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.
3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.
4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.
5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.
6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

GRANTOR: Town of Grafton, Massachusetts

By: _____

Name: _____

Title: _____

Notarizations to Easement

COMMONWEALTH OF MASSACHUSETTS))
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as an individual.

_____ (official signature and seal of notary)

My commission expires: _____

GRANTEE: Select Energy Development, LLC

By: _____

Name: _____

Title: _____

Notarizations to Easement

COMMONWEALTH OF MASSACHUSETTS))
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as an individual.

_____ (official signature and seal of notary)

My commission expires: _____

**NEW BUSINESS 4D: VOTE TO APPROVE – DESIGN CONCEPT:
ADAMS ROAD / MERRIAM ROAD INTERSECTION**

I MOVE the Board vote to approve the Design Concept of Adams Road / Merriam Road Intersection as proposed by Vanasse Hangen Brustlin, Inc, set forth by the Massachusetts Department of Transportation's Project Development Design Guide and recommended by Town Counsel, Ginny Kremer.

MEMORANDUM

TO: TIM MCINERNEY, TOWN ADMINISTRATOR
FROM: GINNY S. KREMER, ESQ., TOWN COUNSEL
SUBJECT: DOT PROJECT DESIGN STANDARDS
DATE: JANUARY 2, 2018

I have reviewed the Massachusetts Department of Transportation's Project Development Design Guide and researched the relevant statutory and case law. It is my understanding that the Town's engineers have reviewed all available information regarding Adams Road and, in their respective opinions, the safest configuration for the intersection is as a "T" intersection, *i.e.*, an intersection with a 90 degree angle, as set forth in the DOT Guide, Chapter 6, as opposed to a "skewed" intersection.

Generally, under General Law ch. 84, municipalities are liable for damages incurred by any traveler on a way who sustains bodily injury or property damage by reason of a defect in the way or the municipality's failure to properly repair and maintain the way. The potential for liability is enhanced where the defect or condition is one which might have been remedied by reasonable care and diligence. The term "defect" includes not only physical impairments to the road itself which can cause immediate danger to a traveler, but also conceptual problems with the road's design. In particular, the allegedly negligent design of a road, and alleged negligent failure to correct a known problem, has been found under Massachusetts law to constitute a "defect." Ram v. Town of Charleton, 409 Mass. 481, 485 (1991).

Given this, in my opinion, the Town must follow the DOT Guide and the opinions of its engineers. Should it fail to do so and there is an injury or death at the intersection, the Town would be vulnerable to a claim that it had actual knowledge of a defective design which impacted safety, yet did not follow applicable guidelines and professional recommendations with respect to remedying that known defect. As was the case in Ram, the public records that exist that would support such a claim would likely be devastating to the Town's defense in such an action. For this reason, I highly recommend that the Town follow the DOT Guide and its engineers' advice. Please let me know if you would like to further discuss this matter.

To: Brian Szczurko, P.E.,
Town of Grafton

Date: January 8, 2018

Project #: 13410.00

From: Amanda Bazinet, PE
Matthew J. Chase, PE, PTOE.

Re: Intersection of Merriam Road and Adams Road
Design Overview

The following memorandum provides a summary of the benefits associated with the proposed design for the unsignalized intersection of Merriam Road at Adams Road. The goal of this memorandum is to provide justification for the improvements proposed. It is noted that turning movement traffic counts were not collected for this location and therefore a detailed traffic analysis of the intersection was not prepared. However, since the two roadways that make up this intersection are low volume roadways (less than 2,000 vehicles per day/ vpd), it is VHB's opinion that an analysis is not warranted.

EXISTING CONDITIONS

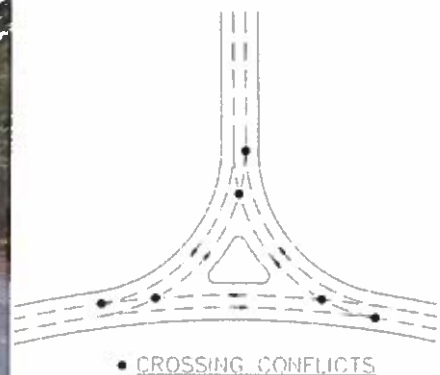
Based on field observations and data collected/ obtained the following is noted:

- The following traffic volumes are being generated through this intersection, it is noted that counts from 2016 were collected for VHB, while 2017 counts were obtained from the MassDOT Traffic Database):
 - Adams Road, north of Estabrook Road: 1,014 vpd (520 southbound toward intersection), March 2016;
 - Merriam Road, west of intersection: 1,343 vpd (638 eastbound toward intersection), July 2017; and
 - Merriam Road, east of intersection: 756 vpd (389 westbound toward intersection), July 2017.
- Motorists are provided limited traffic control in the form of signs or markings to define or restrict turning movements when entering Merriam Road and turning from Merriam Road into Adams Road.
- When the approach of a T-intersection splits into two at its intersecting roadway, the number of crossing conflict points increase, and crossing conflict points are introduced away from the intersecting roadway. See Figure 2 below for the number of crossing conflict points at this intersection, six (6) total and two (2) at each corner.

Figure 1 - Existing Intersection of Adams Road & Merriam Road



Figure 2 - Existing Crossing Conflicts



- Since Adams Road splits at Merriam Road, the split approach becomes skewed at the intersection, as the angle between the two adjacent legs becomes more acute. This makes it more difficult for motorist to turn their head to see oncoming traffic.
- Roadway lighting (one cobra head on a utility pole) is currently located between the two split legs and not at each of the two approaches or near the crossing conflict points.
- If more than one vehicle is queued to turn left onto Merriam Road from Adams Road may block traffic entering Adams Road from Merriam Road traveling northbound. Meaning the storage for vehicles is minimal.
- Existing signage noting dangerous intersection ahead is located on both approaches of Merriam Road; see images below.



Figure 3 - Merriam Road traveling westbound



Figure 4 - Merriam Road traveling eastbound

PROPOSED DESIGN

The intersection is proposed to be realigned to allow Adams Road to be perpendicular to Merriam Road, please refer to Figure 5. The centerline of Adams Road would run down the middle of the existing grassed triangular island between the two split legs, and the triangular area is eliminated. The existing utility pole will need to be relocated to accommodate this change. The following provides a summary of the benefits of this alignment:

- Reduces the number of crossing conflict points from six (6) to three (3) and keeps all conflicts within the intersecting roadways. Refer to Figure 6.

- Reduced skew and improved intersection sight distance/ ISD by providing adequate sight triangles. This allows the driver to turn their head more easily when turning.
- Roadway lighting is provided where the crossing conflict points occur.
- All traffic stopped on Adams Road will be in one queued lane and will not prevent vehicles from turning onto Adams Road from Merriam Road, or block line of sight.

Figure 6 - Proposed Intersection Design

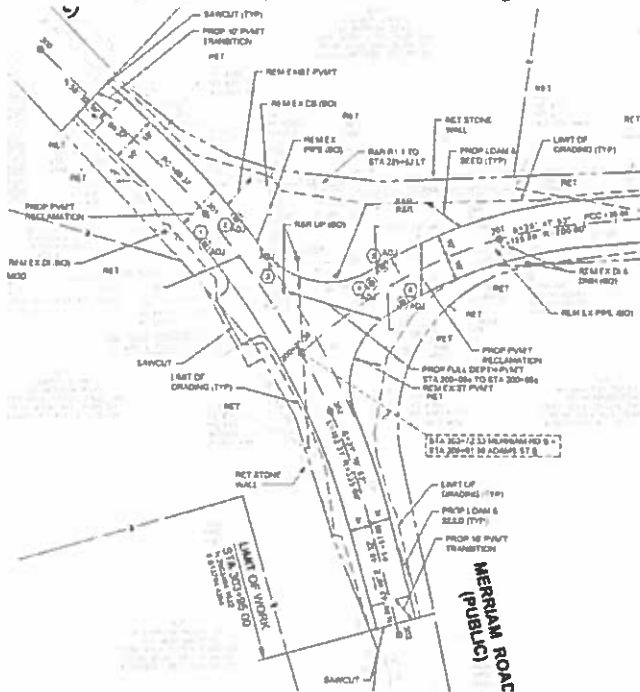
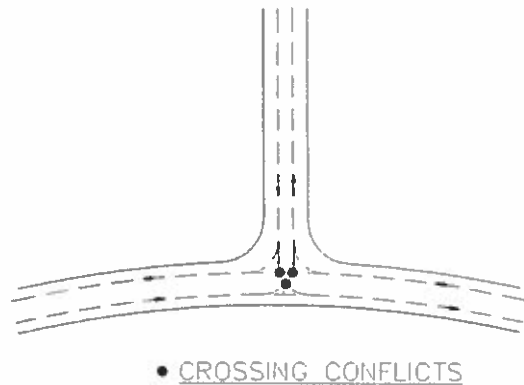


Figure 5 - Proposed Crossing Conflicts



SUPPORTING DOCUMENTATION

Per MassDOT Project Development Design Guide, Chapter 6 Intersection Design:

6.4.5. Ideally, streets in three-leg and four leg intersections cross at right angles or nearly so. ...When skew angles are less than 60 degrees the designer should evaluate intersection modifications to reduce the skew.

6.7.1.1. Ideally, streets should intersect as close to right angles as practical. Skewed intersections can reduce visibility of approaching motor vehicles or bicycles, require higher degrees of traffic control, require more pavement to facilitate turning vehicles and require greater crossing distances for pedestrians.

Per AASHTO A Policy of Geometric Design of Highways and Streets 2011 6th Edition, Chapter 9 Intersections:

9.4.2 Regardless of the type of intersection, to reduce costs and crash frequencies, intersecting roads should generally meet at or nearly at right angles. Roads intersecting at acute angles need extensive turning roadway areas and tend to limit visibility. Acute-angle intersections increase the exposure time for the vehicles crossing the main traffic flow. The practice of realigning roads intersecting at acute angles...has proven to be beneficial.

ALTERNATIVE ANALYSIS

At the direction of the Town of Grafton, consideration was given to alternative designs for this intersection. An alternative that was explored included realigning Merriam Road westbound to be under STOP control. Based on the traffic counts presented above, it appears that the majority of traffic is traveling from the west and to the north (and reverse); which seems to justify a realignment of the intersection. However, this would change the existing vehicle travel patterns (STOP control would change to be Merriam Road westbound) at this intersection. It is noted that if the intersection were to be realigned, the operational benefits are not anticipated to be significant

The maximum radius for Merriam Road to Adams Road to meet the design criteria of the roadway based on a 30 mph design speed, would need to be 335-feet. This is not attainable without significant impacts to adjacent properties, as there is a vertical change just outside the roadway edge. Impacts would include land takings, a potential retaining wall, extended grading as well as tree removal and relocation of existing balance stone walls. Also of note, Adams Road is scenic roadway so removal of public shade trees and removal and resetting of existing balance stone walls would require a permit application for a hearing under the scenic road bylaw to obtain the approval of the Planning Department. The sketch in this memorandum illustrates the potential alignment.

Due to the significant impacts associated with this alignment and the minimal operational benefits, this realignment is not recommended.

Figure 7 - Alternative Realignment of Merriam Rd & Adams Rd

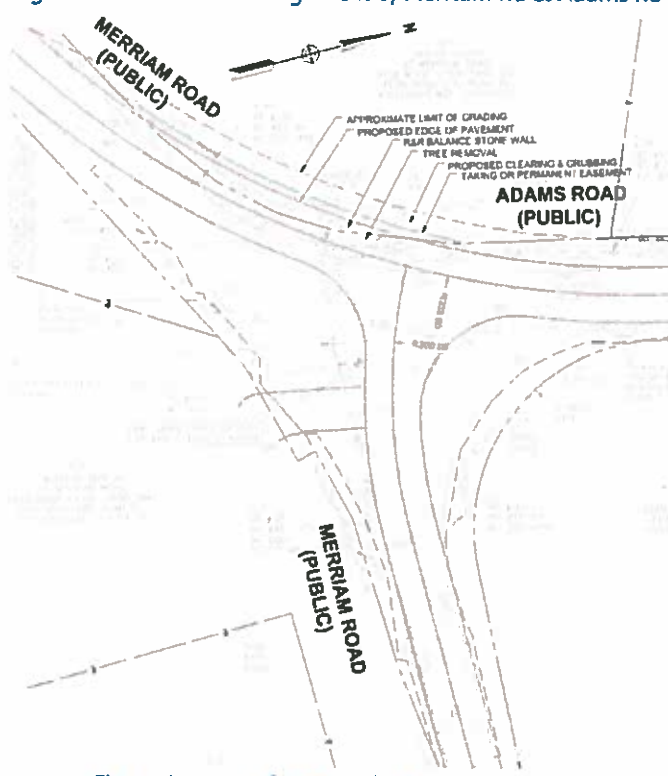


Figure 8 - Area of Impact along Adams Road



NEW BUSINESS ITEM 4E: VOTE TO SIGN – FEBRUARY 12, 2018
SPECIAL TOWN MEETING WARRANT

I MOVE the Board vote to sign the warrant for Special Town Meeting on February 12, 2018.

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

SPECIAL TOWN MEETING WARRANT

FEBRUARY 12, 2018

7:00 PM

Worcester, ss:

To Either of the Constables of the Town of Grafton, in the County of Worcester.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the Inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs, to meet in the Grafton High School located at 24 Providence Road on Monday, the Twelfth (12) Day of February, 2018 at Seven O'clock (7:00) PM to act on the following articles, to wit:

ARTICLE 1. LOCAL OPTION RECREATIONAL MARIJUANA EXCISE TAX

To see if the Town will vote to accept M.G.L. c. 64N, Section 3, and impose a local sales tax upon the sale of recreational marijuana originating within the Town by a vendor at a rate of 3% of the gross receipts of the vendor from the sale of recreational marijuana, marijuana products, and marijuana edibles, said excise to take effect on the first day of the calendar quarter commencing at least thirty days after such vote of Town Meeting, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 2. ADOPTION OF MEDICAL MARIJUANA AND MARIJUANA ESTABLISHMENTS BYLAW

To see if the Town will vote to amend the Zoning Bylaws to add a new Medical Marijuana and Marijuana Establishments Bylaw and by deleting definitions and a special permit finding as follows:

1. Amend Section 5 – Special Regulations -- by adding a new ZBL Section 5.10 Medical Marijuana and Marijuana Establishments

5.10 Medical Marijuana and Marijuana Establishments

5.10.1. Authority, Purpose and Intent

5.10.1.1. These provisions are enacted pursuant to General Laws, Chapter 40A, Section 9A, and pursuant to the Town's authority under the Home Rule Amendment to the Massachusetts Constitution. It is recognized that the nature of the substance cultivated, processed, and/or sold by marijuana establishments may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the Grafton residents, the general public, patients seeking treatment, and customers seeking to purchase marijuana for recreational use. The Medical Marijuana and Marijuana Establishments bylaw is therefore necessary to advance these purposes.

5.10.1.2. Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, 105 CMR 725.000, and M.G.L. Chapter 94G, Marijuana Establishments will be permitted to provide medical support, security, and physician oversight that meet or exceed state regulation as established by the Massachusetts Department of Health (DPH) and to provide retail sales of marijuana for non-medical use in a manner that meets or exceeds state regulations.

5.10.2. Definitions

For the purpose of this bylaw, the following definitions shall apply:

Craft marijuana cultivator cooperative: A marijuana cultivator comprised of residents of the Commonwealth as a limited liability company or limited liability partnership under the laws of the Commonwealth, or an appropriate business structure as determined by the Cannabis Control Commission (hereafter, "the Commission"), and that is licensed to cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to marijuana establishments but not to the consumer.

Independent Marijuana Testing Laboratory: A laboratory that is licensed by the Commission and is: (i) accredited to the most current version of the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory of the International Laboratory Accreditation Accrediting Cooperation with a mutual recognition arrangement, or that is otherwise approved by the Commission; (ii) independent financially from any medical marijuana treatment center or any licensee or marijuana establishment for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the Commission pursuant to this chapter

Marijuana Cultivator: an entity licensed to cultivate, process, and package marijuana, to deliver marijuana to marijuana establishments, and to transfer marijuana to other marijuana establishments, but not to consumers.

Marijuana Establishment: a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer, or any other type of licensed marijuana-related businesses.

Marijuana Product Manufacturer: an entity licensed to obtain, manufacture, process, and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments, and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

Marijuana Products: products that have been manufactured and contain marijuana or an extract of marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including without limitation edible products, beverages, topical products, ointments, oils, and tinctures.

Recreational Marijuana Retailer (RMR): an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell, or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

Medical Marijuana Treatment Center: Also known as Registered Marijuana Dispensary as defined by 105 CMR 725.000.

Registered Marijuana Dispensary (RMD): A use operated by a not-for-profit entity registered and approved by the MA Department of Public Health in accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, also to be known as a Medical Marijuana Treatment Center, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall explicitly include facilities which cultivate and process medical marijuana, and which may also dispense and deliver medical marijuana and related products. The cultivation and processing of medical marijuana in accordance with these regulations is considered to be a manufacturing use and is not agriculturally exempt from zoning.

Off-Site Medical Marijuana Dispensary (OMMD) – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved not-for-profit entity which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered qualifying patients or their personal caregivers in accordance with the provisions of 105 CMR 725.00.

5.10.3 Application Requirements. No special permit will be granted by the Planning Board for Medical Marijuana and/or a Marijuana Establishment unless an application containing the following is submitted:

5.10.3.a. The Planning Board shall be the Special Permit Granting Authority. The application requirements and procedures shall be conducted pursuant to Section 1, Administration and Interpretation of this Zoning Bylaw.

5.10.3.b. In addition to the submittal requirements and review standards provided in Section 1 of this Bylaw pertaining to administration, application and submission requirements, fees, powers, hearings and time limits, each applicant for a special permit under this section shall submit:

1. The name and address of each owner of the facility/operation;
2. Copies of all documentation demonstrating appropriate application status under state law, or registration or license, issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the facility;
3. Evidence that the Applicant has site control and the right to use the site for a facility in the form of a deed or valid purchase and sale agreement, or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement;
4. A notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all individual persons associated with the entity as set forth above;
5. In addition to what is normally required in a Site Plan application pursuant to Section 1.3.3, details showing all exterior proposed security measures for the premises, including lighting, fencing, gates and alarms, etc., which seek to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity;
6. A Management Plan as required under the Rules and Regulations of the Special Permit Granting Authority, including a description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to Marijuana Establishments, OMMD's, RMD's, and RMR's or off-site direct delivery;
7. A traffic impact report as set forth in the Section 8.

5.10.4. Use Regulations. The following regulations shall apply to uses under this section:

5.10.4.a. No marijuana shall be smoked, eaten or otherwise consumed or ingested on the premises.

5.10.4.b. The hours of operation shall be set by the Special Permit Granting Authority, but in no event shall a facility be open to the public, nor shall any sale or other distribution of marijuana occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.

5.10.5. Locational and Physical Requirements

5.10.5.a. All aspects of a Marijuana Establishment, RMD, OMMD, or RMR relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business.

5.10.5.b. No outside storage of marijuana, related supplies, or educational materials is permitted.

5.10.5.c. Ventilation – all facilities shall be ventilated in such a manner that:

1. No pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere; and
2. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the Marijuana Establishments, RMD, OMMD facility or RMR or at any adjoining use or property.

5.10.6. Reporting

Reserved

5.10.7. Restrictions and Prohibitions

5.10.7.a. The proposed uses shall not be located within five hundred (500) feet of the following, as measured from the building and/or area actively used:

1. A building containing another Marijuana Establishment, RMD, OMMD, or RMR, except for facilities that are owned or leased by the same operator; or
2. A public or private elementary school, middle school, secondary school, preparatory school, licensed daycare center, or any other facility in which children commonly congregate in an organized ongoing formal basis; or
3. Owned by and operated as part of the campus of any private or public institution of higher learning; or
4. A public library; or

5. A Playground or Park.

5.10.7.b. The proposed use shall not display on-premises signage or other marketing on the exterior of the building or in any manner visible from the public way, which, in the opinion of the Special Permit Granting Authority, may promote or encourage the use of marijuana or other drugs by minors.

5.10.8. Findings: In addition to the findings required under Section 1.5.5, and all other applicable sections of this Bylaw, the Special Permit Granting Authority shall find that the proposed use:

5.10.8.a. Meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will as proposed be in compliance with all applicable state laws and regulations.

5.10.8.b. If the proposed use is a Registered Marijuana Dispensary (RMD) or an Off-Site Medical Marijuana Dispensary (OMMD), complies with 105 CMR 725.000 and approved regulations of the MA Department of Public Health.

5.10.8.b. Will provide copies of registrations and licenses and a copy of a signed Host Agreement with the Town of Grafton, in accordance with M.G.L. Chapter 94G and subsequent regulations, to the Building Commissioner prior to the issuance of a Certificate of Occupancy.

5.10.8.c. Is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest.

5.10.8.d. Provides a secure waiting area.

5.10.8.e. Provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation of marijuana is adequately secured in enclosed, locked facilities.

5.10.8.f. Adequately addresses issues of vehicular and pedestrian traffic, circulation, parking and queuing, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses.

5.10.09. Transfer/Discontinuance of Use

5.10.9.a. A Special Permit granted under this Section is non-transferable and shall have a term limited to the duration of the applicant's ownership or leasing of the premises as an Marijuana Establishment, RMD, OMMD, or RMR.

5.10.9.b. Any Marijuana Establishment, RMD, OMMD, or RMR permitted under this section shall be required to remove all material, plants, equipment, and other paraphernalia in compliance with 105 CMR 725.105 (J) and (O) prior to the expiration of

its DPH Registration, immediately following revocation or voiding of its DPH Registration, or following the expiration, revocation or voiding of its license issued by the Commission.

5.10.10. All other applicable provisions of the Grafton Zoning Bylaw shall also apply.

5.10.11. If any section or portion of this Bylaw is ruled invalid by a court of competent jurisdiction, such ruling will not affect the validity of the remainder of this Bylaw.

2. Amend ZBL Section 2 – Definitions -- by Deleting the following definitions as they are incorporated in to the proposed Section 5.10 as indicated above:

Registered Marijuana Dispensary (RMD): A use operated by a not-for-profit entity registered and approved by the MA Department of Public Health on accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, also to be known as a Medical Marijuana Treatment Center, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall explicitly include facilities which cultivate and process medical marijuana, and which may also dispense and deliver medical marijuana and related products. The cultivation and processing of medical marijuana in accordance with these regulations is considered to be a manufacturing use and is not agriculturally exempt from zoning.

Off-Site Medical Marijuana Dispensary (OMMD) – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved not-for-profit entity which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of 105CMR 725.00.

3. Amend ZBL Section 1.5.3.k. – Special Permit Conditions for Registered Marijuana Dispensary and Off-Site Medical Marijuana Dispensary -- by deleting Section 1.5.3.k as it is incorporated into the proposed Section 5.10 as indicated above, or take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 3. TO ALLOW MARIJUANA ESTABLISHMENTS IN OFFICE LIGHT INDUSTRIAL (OLI) AND INDUSTRIAL (I) ZONING DISTRICTS BY SPECIAL PERMIT

To see if the Town will vote to amend ZBL Section 3.2.3.1, Use Regulation Table of the Zoning Bylaws, to add the following uses as follows:

PRINCIPAL USES

DISTRICTS

Business Uses	A	R40	R20	RMF	NB	CB	I	OLI	VMU	FP	WSPO
28. <u>Craft Marijuana Cultivator Cooperative</u>	N	N	N	N	N	N	S	S	N	-	---
29. <u>Independent Testing Laboratory</u>	N	N	N	N	N	N	S	S	N	-	---
30. <u>Marijuana Cultivator</u>	N	N	N	N	N	N	S	S	N	-	---
31. <u>Marijuana Product Manufacturer</u>	N	N	N	N	N	N	S	S	N	-	---
32. <u>Marijuana Retailer</u>	N	N	N	N	N	N	S	S	N	-	---

PRINCIPAL USES

DISTRICTS

Accessory Uses	A	R40	R20	RMF	NB	CB	I	OLI	VMU	FP	WSPO
14. <u>Sale of Marijuana Products as Accessory Use</u>	N	N	N	N	N	N	N	N	N	-	---

or take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 4. TO PERMIT MARIJUANA RETAILERS WITHIN COMMUNITY BUSINESS (CB) DISTRICTS BY SPECIAL PERMIT

To see if the Town will vote to amend ZBL Section 3.2.3.1 Use Regulation Table of the Zoning Bylaws to permit Marijuana Retailers as a special permit use as indicated by “S” within the Community Business (CB) Districts, or take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 5. TO PERMIT MARIJUANA RETAILERS WITHIN NEIGHBORHOOD BUSINESS (NB) DISTRICTS BY SPECIAL PERMIT

To see if the Town will vote to amend ZBL Section 3.2.3.1 Use Regulation Table of the Zoning Bylaws to permit Marijuana Retailers as a special permit use as indicated by “S” within the Neighborhood Business (NB) Districts, or take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 6. TO PERMIT MARIJUANA RETAILERS WITHIN VILLAGE MIXED USE BUSINESS (VMU) DISTRICTS BY SPECIAL PERMIT

To see if the Town will vote to amend ZBL Section 3.2.3.1 Use Regulation Table of the Zoning Bylaws to permit Marijuana Retailers as a special permit use as indicated by “S” within the Village Mixed Use (VMU) Districts, or take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 7. AMEND THE GENERAL BYLAWS TO LIMIT THE NUMBER OF RECREATIONAL MARIJUANA RETAIL ESTABLISHMENTS

To see if the Town will amend the General Bylaws to limit the number of recreational marijuana retail establishments located within the Town by adding the Article 39, entitled Limitation on the Number of Recreational Marijuana Retail Establishments, as follows:

ARTICLE 39.

LIMITATION ON NUMBER OF RECREATIONAL MARIJUANA RETAIL ESTABLISHMENTS

Section 1. Purpose

M.G.L. c. 94G does not require a ballot vote of the voters to approve any limitation on the number of recreational marijuana establishments that is at or above the number of medical marijuana treatment centers registered to operate in the municipality, or equal to or greater than 20% of the licenses issued for the retail sale of alcoholic beverages not to be drunk on the premises. Currently there is one (1) medical marijuana treatment center registered to operate in Grafton, and six (6)

licenses issued for the retail sale of alcoholic beverages not to be drunk on the premises in Grafton.

Section 2. Limitation

The number of Recreational Marijuana Retailers (RMR's) that shall be permitted in Grafton is limited to 20% of the number of licenses issued within the Town under section 15 of chapter 138 for the retail sale of alcoholic beverages not to be drunk on the premises where sold, or take any other action relative thereto.

Submitted by: Board of Selectmen

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting.

Hereof fail not and make due return of this Warrant, with your doings thereon to the town Clerk, at the time and place of meeting as aforesaid.

Given under our hands the 16th day of January in the year of our Lord Two Thousand Eighteen.

BOARD OF SELECTMEN

Bruce Spinney III, Chairman

Sargon Hanna, Vice Chairman

Jennifer Thomas, Clerk

Brook Padgett

Craig Dauphinais

A TRUE COPY,
ATTEST:

January _____ 2018

I have complied with the requirements of the above Warrant and with the Town of Grafton Bylaws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton



TOWN OF GRAFTON
MASSACHUSETTS
01519
PLANNING DEPARTMENT

Joseph Laydon
Grafton Town Planner

Grafton Memorial Municipal Center
30 Providence Road
TELEPHONE: (508) 839-5335 x1144

Date: January 9, 2018
To: Timothy McInerney, Town administrator
From: Joe Laydon, Town Planner 
Re: Special Town Meeting Warrant Submission: Articles Regulating Medical Marijuana and Marijuana Establishments

On Monday, January 8, 2018, the Planning Board voted to submit the attached five articles regulating Medical Marijuana and Marijuana Establishments for the February 12, 2018 Special Town Meeting Warrant. The public hearing is scheduled for January 22, 2018 at 7:30 PM

Thank you.



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PLANNING BOARD

**Proposed Amendments to the Grafton Zoning By-Law
2018 Special Town Meeting
Article 1**

To see if the Town will vote to amend the Zoning By-Laws to add a new Medical Marijuana and Marijuana Establishments Bylaw and by deleting definitions and a special permit finding as follows:

1. Amend Section 5 – Special Regulations -- by adding a new ZBL Section 5.10 Medical Marijuana and Marijuana Establishments

5.10 Medical Marijuana and Marijuana Establishments

5.10.1 Authority, Purpose and Intent

5.10.1.1. These provisions are enacted pursuant to General Laws, Chapter 40A, Section 9A, and pursuant to the Town's authority under the Home Rule Amendment to the Massachusetts Constitution. It is recognized that the nature of the substance cultivated, processed, and/or sold by marijuana establishments may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the Grafton residents, the general public, patients seeking treatment, and customers seeking to purchase marijuana for recreational use. The Medical Marijuana and Marijuana Establishments by law is therefore necessary to advance these purposes.

5.10.1.2. Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, 105 CMR 725.000, and M.G.L. Chapter 94G, Marijuana Establishments will be permitted to provide medical support, security, and physician oversight that meet or exceed state regulation as established by the Massachusetts Department of Health (DPH) and to provide retail sales of marijuana for non-medical use in a manner that meets or exceeds state regulations.

5.10.2. Definitions

For the purpose of this bylaw, the following definitions shall apply:

Craft marijuana cultivator cooperative: A marijuana cultivator comprised of residents of the Commonwealth as a limited liability company or limited liability partnership under the laws of the Commonwealth, or an appropriate business structure as determined by the Cannabis Control Commission (hereafter, "the Commission"), and that is licensed to cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to marijuana establishments but not to the consumer.

to dispense the processed marijuana, related supplies and educational materials to registered qualifying patients or their personal caregivers in accordance with the provisions of 105 CMR 725.00.

5.10.3 Application Requirements. No special permit will be granted by the Planning Board for Medical Marijuana and/or a Marijuana Establishment unless an application containing the following is submitted:

5.10.3.a. The Planning Board shall be the Special Permit Granting Authority. The application requirements and procedures shall be conducted pursuant to Section 1, Administration and Interpretation of this Zoning By-Law.

5.10.3.b. In addition to the submittal requirements and review standards provided in Section 1 of this By-Law pertaining to administration, application and submission requirements, fees, powers, hearings and time limits, each applicant for a special permit under this section shall submit:

1. The name and address of each owner of the facility/operation;
2. Copies of all documentation demonstrating appropriate application status under state law, or registration or license, issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the facility;
3. Evidence that the Applicant has site control and the right to use the site for a facility in the form of a deed or valid purchase and sale agreement, or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement;
4. A notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all individual persons associated with the entity as set forth above;
5. In addition to what is normally required in a Site Plan application pursuant to Section 1.3.3, details showing all exterior proposed security measures for the premises, including lighting, fencing, gates and alarms, etc., which seek to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity;
6. A Management Plan as required under the Rules and Regulations of the Special Permit Granting Authority, including a description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to Marijuana Establishments, OMMD's, RMD's, and RMR's or off-site direct delivery;
7. A traffic impact report as set forth in the Section 8.

5.10.4. Use Regulations. The following regulations shall apply to uses under this section:

5.10.7.b. The proposed use shall not display on-premises signage or other marketing on the exterior of the building or in any manner visible from the public way, which, in the opinion of the Special Permit Granting Authority, may promote or encourage the use of marijuana or other drugs by minors.

5.10.8. Findings: In addition to the findings required under Section 1.5.5, and all other applicable sections of this Bylaw, the Special Permit Granting Authority shall find that the proposed use:

5.10.8.a. Meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will as proposed be in compliance with all applicable state laws and regulations.

5.10.8.b. If the proposed use is a Registered Marijuana Dispensary (RMD) or an Off-Site Medical Marijuana Dispensary (OMMD), complies with 105 CMR 725.000 and approved regulations of the MA Department of Public Health.

5.10.8.b. Will provide copies of registrations and licenses and a copy of a signed Host Agreement with the Town of Grafton, in accordance with M.G.L. Chapter 94G and subsequent regulations, to the Building Commissioner prior to the issuance of a Certificate of Occupancy.

5.10.8.c. Is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest.

5.10.8.d. Provides a secure waiting area.

5.10.8.e. Provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation of marijuana is adequately secured in enclosed, locked facilities.

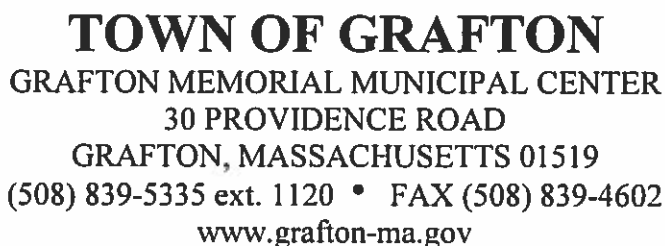
5.10.8.f. Adequately addresses issues of vehicular and pedestrian traffic, circulation, parking and queuing, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses.

5.10.09. Transfer/Discontinuance of Use

5.10.9.a. A Special Permit granted under this Section is non-transferable and shall have a term limited to the duration of the applicant's ownership or leasing of the premises as an Marijuana Establishment, RMD, OMMD, or RMR.

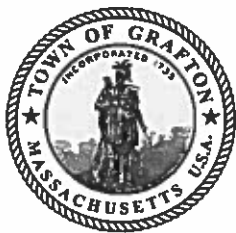
5.10.9.b. Any Marijuana Establishment, RMD, OMMD, or RMR permitted under this section shall be required to remove all material, plants, equipment, and other paraphernalia in compliance with 105 CMR 725.105 (J) and (O) prior to the expiration of its DPH Registration, immediately following revocation or voiding of its DPH Registration, or following the expiration, revocation or voiding of its license issued by the Commission.

5.10.10. All other applicable provisions of the Grafton Zoning By-Law shall also apply.



**Proposed Amendments to the Grafton Zoning By-Law
2018 Special Town Meeting
Article 2**

Accessory Uses	A	R40	R20	RMF	NB	CB	I	OLI	VMU	FP	WSP0
14. <u>Sale of Marijuana Products as accessory use</u>	N	N	N	N	N	N	N	N	N	-	--



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PLANNING BOARD

**Proposed Amendments to the Grafton Zoning By-Law
2018 Special Town Meeting
Article 3**

To see if the Town will vote to amend ZBL Section 3.2.3.1 Use Regulation Table of the Zoning By-Laws to permit Marijuana Retailers as a special permit use as indicated by "S" within the Community Business (CB) Districts.



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PLANNING BOARD

Proposed Amendments to the Grafton Zoning By-Law 2018 Special Town Meeting Article 4

To see if the Town will vote to amend ZBL Section 3.2.3.1 Use Regulation Table of the Zoning By-Laws to permit Marijuana Retailers as a special permit use as indicated by "S" within the Neighborhood Business (NB) Districts.



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PLANNING BOARD

**Proposed Amendments to the Grafton Zoning By-Law
2018 Special Town Meeting
Article 5**

To see if the Town will vote to amend ZBL Section 3.2.3.1 Use Regulation Table of the Zoning By-Laws to permit Marijuana Retailers as a special permit use as indicated by "S" within the Village Mixed Use (VMU) Districts.

DISCUSSION ITEM 8A: MEETING MINUTES FOR JANUARY 02, 2018

I MOVE the Board vote to approve the drafted meeting minutes from January 02, 2018.



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**BOARD OF SELECTMEN
MEETING MINUTES**

January 02, 2018

Municipal Building, Conference Room A
7:00 p.m.

CALL TO ORDER at 7:01 p.m.

A meeting was called to order at 7:01 p.m. Present was Chairman Bruce Spinney III, Vice Chair Sargon Hanna, Clerk Jen Thomas, Craig Dauphinais and Brook Padgett. Staff present was Town Administrator Tim McInerney, Assistant Town Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson.

EXECUTIVE SESSION

Chairman Spinney announced an executive session meeting of the Board of Selectmen is being convened at 7:00 p.m. on January 02, 2018 for the sole purpose of discussing the approval and release of Executive Session meeting minutes. Present for this Executive Session will be Ginny Kremer, Town Council, Chairman Bruce Spinney III, Vice Chair Sargon Hanna, Clerk Jen Thomas, Craig Dauphinais and Brook Padgett. Staff present was Town Administrator Tim McInerney, Assistant Town Administrator Rebecca Meekins, and Administrative Assistant Nicole Larson.

MOTION by Mr. Dauphinais, SECONDED by Mrs. Thomas, at 7:03 p.m. to go into Executive Session. Roll Call Vote: Padgett, Aye; Dauphinais, AYE; Spinney, AYE; Hanna, AYE; Thomas, AYE.

At 7:20 p.m. regular meeting resumed.

ANNOUNCEMENTS

Mr. Spinney read aloud several announcements:

- In attendance tonight, we have The Radioactive Gummi Bear Patrol, Arrow of Light Den 2 from Pack 106, working towards their Rank of Arrow of Light. This is the last year that these boys will be in the Pack before crossing over in February to the Boy Scouts. The Patrol consist of 7 boys, Sean, Austin C., Nicholas, Austin M., Owen, Ryan and Carter. These boys are working towards their Requirement of "Building a Better World". The requirement requires the boys to meet with a government or community leader, and learn about his or her role in their community. We have decided it would be beneficial for the boys to attend a

meeting of our Local Government to see how the process works on a town level where the boys may be most affected by the role of the government.

- On December 28, 2017 notification was received that Grafton has officially been designated a Green Community. As a result of meeting the Green Communities Designation and Grant Program's five criteria, the Town has been awarded a grant of \$157,485.
- February 2, 2018 the Recreation Department is holding an Ice Skating Party at the local ice rink at Ferry Street in South Grafton. Hot chocolate and camp fire treats will be provided. You must have your own skates.

ITEM 2A RESIGNATION: PHIL JOHNSON: PARKS AND CEMETERIES SUPERINTENDENT – JULY 6, 2018

The Board noted the great job Phil has done over the last 32 years and the contributions he's made to the Town

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to accept the resignation of Phil Johnson, the superintendent of Parks and Cemeteries as of July 6, 2018. Motion carried unanimously 5 to 0.

ITEM 3A APPOINTMENTS – Town Administrator: ADAM JASMINE: HEAVY DUTY TRUCK DRIVER/EQUIPMENT OPERATOR - DPW

Mr. McInerney introduced Mr. Jasmine and noted his qualifications and process of interviewing for the position.

MOTION by Mr. Hanna, **SECOND** by Mr. Dauphinais, to affirm the appointment by the Town Administrator for Adam Jasmine for the position of Heavy Duty Truck Driver /Equipment Operator for the DPW. Motion carried unanimously 5 to 0.

NEW BUSINESS ITEM 4A: VOTE TO APPROVE – ONE DAY BEER & WINE LICENSE: GRAFTON LIONS CHARITIES, INC. – MARCH 10, 2018

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to approve the One Day Beer and Wine license for Grafton Lions Charities, Inc on March 10, 2018.

Debbie Perrin was present for the meeting and gave a brief history of the need for the event. She noted the importance of beginning a capital campaign for the Grafton Historical Society.

Motion carried unanimously 5 to 0.

NEW BUSINESS 4B: VOTE TO SIGN – COMMUNITY BENEFIT AGREEMENT – OLDE WORLD REMEDIES

Mr. McInerney noted the need for postponing this item. 75K with at 3% escalator, local workers will be hired and additional funding will be sought after if a need arises as a result of the addition of this new facility. It will also be located in CenTech Park near the train station and Natures Remedy. Mr. Spinney noted that this project will be adding to the taxes collected in the town just by building a facility on an otherwise unused lot. This item was tabled until January 16, 2018.

**NEW BUSINESS 4C: VOTE TO SIGN – LETTER OF NON-OPPOSITION – OLDE
WORLD REMEDIES – REGISTERED MARIJUANA DISPENSARY**

This item was tabled until January 16, 2018.

**NEW BUSINESS ITEM 4D: VOTE TO AMEND STIPULATION FOR LIQUOR LICENSE
– GRAFTON FLEA MARKET**

Present for the discussion was Henry Lane and Mr. and Mrs. Peters, owner of the Grafton Flea Market. Mr. Lane noted the operational problem with the current regulations with the Wine and Beer License. He noted there have been no problems at the location and that the Flea Market was the only establishment in town that separated the drinking area from the eating area.

MOTION by Mr. Hanna, **SECOND** by Mrs. Thomas, amend the age limit restriction on access to the patio area at the Grafton Flea Market. Motion carried unanimously 5 to 0.

**NEW BUSINESS ITEM 4E: VOTE TO AUTHORIZE THE TOWN ADMINISTRATOR TO
SIGN POWER PURCHASE AGREEMENT WITH SELECT ENERGY DEVELOPMENT,
LLC**

Mr. McInerney noted the need to postpone signing the agreement due to awaiting state to respond to Town Council's questions. The contract will allow for the installation of solar on the roof of the municipal center and save about \$7,000 annually.

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to authorize the Town Administrator to sign the Power Purchase Agreement with Select Energy Development, LLC. Motion carried unanimously 5 to 0.

**NEW BUSINESS ITEM 4F: VOTE TO CALL SPECIAL TOWN MEETING – FEBRUARY
12, 2018**

MOTION by Mr. Hanna, **SECOND** by Mr. Dauphinais, to call a Special Town Meeting, to be held on February 12, 2018 at 7pm. Motion carried unanimously 5 to 0.

Mr. McInerney noted that Planning Board will be holding a public hearing on the articles on January 22, 2018.

NEW BUSINESS ITEM 4G: CHAPTER 90 APPLICATION: SCHOOL ZONE SIGNAGE.

Present for the discussion was Officer Mark Alves. He noted the need for updating the signage for higher visibility. Signage will also be added on Crosby St for better notification.

MOTION by Mr. Hanna, **SECOND** by Mr. Padgett, to sign and approve the Chapter 90 Application for replacing aging "School Zone" infrastructure with modern solar-powered LED flashing lights and HIP/Diamond Grade Signage. Motion carried unanimously 5 to 0.

SELECTMEN / TA REPORT ITEM 5: SELECTMEN REPORTS / TA REPORTS

Mr. Spinney thanked the Den for visiting the meeting. Austin McCormick asked the Board what the Chapter 90 funded Signage would be replacing. Mr. Spinney let him know that

the outdated signs would be replaced. Own asked how residents get a place on the agenda. Mr. Spinney informed him of the process. The Board Members took a picture with the Den.

Mr. McInerney gave updates on the following:

- Our office has re-posted for the EDC position. There were 10 applicants from the first round, however it would be in the best interest of the Town to get a larger pool of applicants. First review of applications will happen on January 19, 2018.
- The state Cannabis Control Commission (CCC) approved draft regulations on December 21. These draft regulations will help to inform the towns bylaw. The Planning Board will have a public hearing on the draft marijuana bylaw on January 22, 2018.
- The Fire Dept. Staffing Study RFP will be issued in the coming weeks. Funds were received in October to complete a staffing study of the fire department to determine best steps for recruitment and retention.
- The Cable Advisory Committee is meeting this Thursday to review the plans put together by BH&A Architects, the chosen firm to complete architectural drawings for the new cable studio.

CORRESPONDENCE:

Mrs. Thomas read the congratulation letter for Green Communities affirming the designation and grant awarded. Mr. Spinney noted this achievement will allow for improvements in town and add solar for the municipal center. He thanked Leah Cameron, Conservation Administrative Assistant, for her work with logistics on achieving this designation.

DISCUSSION ITEM 7A: WORCESTER STREET SIDEWALKS – PLAN FOR IMPROVEMENT

Mr. Hanna noted the need for better sidewalks from Carroll Road to Snow Road on Worcester Street. Mr. Padgett noted the past two meetings that were held to discuss improvements and design standards hopefully dispersing part of the traffic in that area and encourage walkers. Mr. Hanna would like to see a feasibility study for adding a sidewalk along the length of that section of Worcester St. Mr. McInerney noted that it is a state highway and we determined where the right of way lies. He noted it would cost up to 9 million to get sidewalks in, depending on the design standard, which could cost up to 500K and then the project would need to get on the TIP for state approval. Mr. Hanna noted he would like to see sidewalks added for at least the 4 areas:

- Common to the high school
- High school to Snow Road
- Millbury Street School to the Highschool
- Bike landing to FiveStar Liquor License

The Board discussed the opportunity these improvements could offer to the local businesses, including beautification and possible rezoning for more flexibility in use. The Board requested that Staff get a better idea of the steps needed to get the ball rolling and come up with a plan.

Board members and staff discussed the wetlands area located on the area between Perrault's and The State Police Museum and the challenges it creates for putting a side walk in that area.

DISCUSSION ITEM 7B: DISPOSITION OF TOWN OWN BUILDINGS

Appropriation was received at Town Meeting to redo the roof; however, staff has determined it would be best to take the structure down. Storage included picnic tables and misc. items but nothing extremely valuable. Mr. Spinney would like to get a plan for reusing the property as a caveat to taking the barn down.

MOTION by Mr. Dauphinais, **SECOND** by Mr. Padgett, to have staff come up with pricings to demolition the Adams Road Barn. Motion carried unanimously 5 to 0

Mr. Dauphinais recused himself from the meeting discussion.

Staff and Board Members discussed the current use of the old fire station. Mr. McNerney noted the interest of the School Department to keep the building for maintenance and storage space, and avoiding any potential plans to demolish it. Board Members would like to get a better sense of what shape the building is in. Mr. Spinney noted that the new DPW Building will be under way in the next 3 years which will free up the current DPW building for storage space and at that time the Board will better be able to assess the Town's needs. It was noted that the estimate for replacement of the storage currently provided by the old fire stations, as suggested by the School Department, seemed to be an overestimate. Mr. Spinney noted that this is not a priority at this time. The issue of parking along Boulevard Avenue was discussed. Mr. Spinney instructed staff to draft a letter concerning the graffiti at Cumberland Farms.

Mr. Dauphinais rejoined the meeting.

DISCUSSION ITEM 7C: FOLLOW UP ON AFFORDABLE HOUSING TRUST DISCUSSION: CONCEPTUAL SITE PLAN: MULTI-FAMILY HOUSING – MILLBURY STREET / HUDSON AVE.

Present for the discussion was Dan Crossin, Chair of the Affordable Housing Trust (AHT). Mr. Spinney noted the origin of this discussion and the interest in creating a 55+ community in this area for families and transitional housing. First needed is a reasonable idea of an outcome from the Selectmen. Mr. Hanna suggested that once a concept plan is created, then the Town could sell to a development. Another option is that the Town would give the parcel to the Affordable Housing Trust for development, which would benefit the Town in other ways. The Board discussed the potential processes for development and the best avenues for using the AHT funds. Mr. Crossin noted that this is a preliminary idea. Mr. Spinney noted that this project would help the Town near the 10% requirements for affordable units as required by the State. Mr. Dauphinais requested that the units be sale vs. rental. Mr. Spinney noted the cooperation with local assistance from the Grafton Housing Authority.

MEETING MINUTES FOR DECEMBER 19, 2017:

MOTION by Mrs. Thomas, **SECOND** by Mr. Hanna, to approve the drafted Meeting Minutes for December 5, 2017. Motion carried unanimously 5 to 0.

ADJOURNMENT

MOTION by Mr. Hanna, **SECOND** by Mrs. Thomas, to adjourn the meeting. Motion carried unanimously 5 to 0.

Meeting Adjourned at 9:00 p.m.

EXHIBIT LIST

- Correspondence; Resignation Letter from Phil Johnson, Dated December 12, 2017; 1 page.
- Correspondence; From Kevin Gallagher, Subject: Heavy Truck Driver/Equipment Operator, Dated December 29, 2017; 1 page.
- Resume, Adam Jasmin, no date; 2 pages.
- Application for One Day Liquor License, dated March 10, 2018; 4 pages.
- Correspondence; from Henry Lane, Re: Grafton Flea Market, dated December 4, 2017; 1 page.
- Correspondence; from Timothy McInerney to Michael Peters, dated September 8, 2016; 1 page.
- Purchase Agreement between Town of Grafton and Select Energy Development, LLC; dated October 10, 2017; 49 pages.
- Public Meeting Notice for Special Town Meeting on February 12, 2018 at 7:00 pm.
- Correspondence from Jay Cummings, dated December 27, 2017; 1 page.
- Photos of Light Installation Locations for School Zones; no date; 5 pages.
- Chapter 90 Request Application; Signed by Brian Szczurko, no date; 19 pages.
- Pictures of Adams Road Barn, no date; 2 pages.
- Conceptual Site Plan, Multi-Family Housing Plan, prepared by Graves Engineering, Inc. dated December 6, 2017; 1 page.
- Draft Meeting Minutes, December 19, 2017; 6 pages.

These minutes were approved by the Board of Selectmen on: (DATE)